



**US Army Corps  
of Engineers**

Kansas City District

*You Matter - We Care*

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# **Modified Record Fire Range, Combat Pistol Range and 25-Meter Zero Firing Range**

## **PN 006424**

## **Fort Riley, Kansas**

February 2002

DEPARTMENT OF THE ARMY  
Kansas City District, Corps of Engineers  
757 Federal Building  
Kansas City, Missouri 64106

SPECIFICATIONS FOR CONSTRUCTION OF  
MODIFIED RECORD FIRE RANGE, COMBAT PISTOL RANGE  
AND 25-METER ZERO FIRING RANGE  
PN 006424  
FORT RILEY, KANSAS

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**RFP GENERAL**

**PROPOSAL REQUIREMENTS,  
CONTRACT FORMS, AND  
CONDITIONS OF THE CONTRACT**

<b>SOLICITATION, OFFER, AND AWARD</b>  <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF	PAGES
	DACA41-02-R-0002	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	2/6/2002	1	75

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4.	5. REQUISITION/PURCHASE REQUEST NO. W58XUW-1318-5206	6. PROJECT NO. PN 06424
7. ISSUED BY  U.S. Army Engineer District, Kansas City 760 Federal Building, 601 E. 12th Street Kansas City, Missouri 64106-2896  Tel: (816) 983-3821 Fax: (816) 426-5777	CODE	8. ADDRESS OFFER TO  See Item 7
9. FOR INFORMATION CALL:	A. NAME Perry Marks, Jr.	B. TELEPHONE NO. (Include area code) 816-983-3850 Ext. (NO COLLECT CALLS)

### SOLICITATION

NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

### Modified Record Fire Range and Combat Pistol Range Fort Leavenworth, Kansas

Construction of Modified Record Firing Range, Combat Pistol Range, and 25-Meter Zero Fire Range, at Fort Riley, Kansas. Support facilities include construction of entrance roads to the range areas, electric service, storm drainage, subsurface dedudding, gravel and asphalt roads and parking, signs and barricades, information systems, seeding, grading, demolition and other site improvements. The Modified Record Firing Range includes a two-story control tower, ammo breakdown building, classroom range building, dual-sex field latrine, and covered training area. The Combat Pistol Range includes facilities for a one-story control tower, ammo breakdown building, classroom range building, dual-sex field latrine, and a covered training area. The 25-Meter Zero Firing Range includes a one-story control tower, ammo breakdown building and covered training area. Range are standardized and are equipped with modernized target systems and designed in accordance with Remote Target System (RETS) Equipped Ranges HNDEM 1110-1-5. Additive options include paving of parking areas.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. _____ )	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and one copies to perform the work required are due at the place specified in Item 8 by 14:00 (hour) local time 3/6/2002 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required. NOT TO EXCEED 20% OF TOTAL BID AMOUNT

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

00010-1



DACA41-02-R-0002		<b>OFFER</b> <i>(Must be fully completed by offeror)</i>	
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>	
		(FAX # _____)	
		16. REMITTANCE ADDRESS <i>(Include only if different from Item 14)</i>	
DUNS NO: CODE                      FACILITY CODE			
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>			
AMOUNTS:	SEE SCHEDULE OF PRICES		
18. The offeror agrees to furnish any required performance and payment bonds.			
19. ACKNOWLEDGEMENT OF AMENDMENTS			
<i>(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)</i>			
AMENDMENT NO.			
DATE			
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>		20B. SIGNATURE	20C. OFFER DATE
<b>AWARD</b> <i>(To be completed by Government)</i>			
21. ITEMS ACCEPTED			
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO	
26. ADMINISTERED BY                      CODE		<input type="checkbox"/> 10 U.S.C. 2304(c) (    ) <input type="checkbox"/> 41 U.S.C. 253(c) (    )	
		27. PAYMENT WILL BE MADE BY	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE			
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>	
30B. SIGNATURE		31b. UNITED STATES OF AMERICA	31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85)

## SECTION 00010 Solicitation Contract Form

**PRICE SCHEDULE**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DESIGN WORK -- FFP	1.00	Lump Sum		
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SITE WORK -- FFP	1.00	Lump Sum		
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BUILDINGS - MODIFIED RECORD FIRE RANGE -- FFP				
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	OBSERVATION TOWER -- FFP	1.00	Lump Sum		
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	AMMO BREAKDOWN BUILDING -- FFP	1.00	Lump Sum		
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	CLASSROOM RANGE BUILDING -- FFP	1.00	Lump Sum		
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	COVERED TRAINING AREA (BLEACHERS) -- FFP	1.00	Lump Sum		
				NET AMT	<hr/>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	FIELD LATRINE -- FFP	1.00	Lump Sum		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	BUILDINGS - COMBAT PISTOL RANGE -- FFP			NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	OBSERVATION TOWER -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	AMMO BREAKDOWN BUILDING -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	CLASSROOM RANGE BUILDING -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	COVERED TRAINING AREA (BLEACHERS) -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE	FIELD LATRINE -- FFP	1.00	Lump Sum	NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	BUILDINGS - 25-METER ZERO FIRE RANGE -- FFP			NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	OBSERVATION TOWER -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	AMMO BREAKDOWN BUILDING -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FINAL AS-BUILT DRAWINGS AND O&M MANUALS. FFP - Price is fixed by Government at \$17,000.00.	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	OPTION - GALVANIZED FINISH -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	OPTION - PAVED PARKING AREA -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	OPTION - ACCESS ROADS -- FFP	1.00	Lump Sum	NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	OPTION - COVERED TRAINING AREA -- FFP	1.00	Lump Sum	NET AMT	
				<b>TOTAL</b>	

**COST LIMITATION – TARGET CEILING (JUNE 1999)**

The target ceiling for contract award for design and construction is \$3,500,000, based on the funds made available for this project. The Government cannot guarantee that additional funds will be made available for award. Offerors are under no obligation to approach this ceiling.

(End of Clause)

**FIELD OFFICE OVERHEAD**

NOTICE TO BIDDERS: For your bid to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

- 1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE  
If you use this practice, see Special Clause “Field Office Overhead Per Diem Rate” \_\_\_\_\_
- 2. DIRECT COST DISTRUBITION BASE FOR A PERCENTAGE MARKUP  
If you use this practice, see Special Clause “Field Office Overhead Percentage Markup” \_\_\_\_\_
- 3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE  
UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE. \_\_\_\_\_

YOU MUST DESCRIBE THE ACCOUNTING PRACTICE IN SUFFICIENT DETAIL BELOW TO ALLOW THE CONTRACTING OFFICER TO DETERMINE WHAT ACCOUNTING PRACTICE IS BEING UTILIZED BY YOUR COMPANY AND THAT IT COMPLIES WITH THE FAR.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATIVE 3 IS DECLARED AND YOUR DESCRIPTION DOES NOT CLEARLY STATE OR DESCRIBE A CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE FOR YOUR BID TO BE REJECTED AS NON-RESPONSIVE.**

**(END OF PRICE SCHEDULE)**

CONTRACT SPECIALIST:	Perry D. Marks Jr.	816-983-3850	<a href="mailto:Perry.D.Marks@usace.army.mil">Perry.D.Marks@usace.army.mil</a>
PROJECT MANAGER:	Robert.E.Smith	816-983-3277	<a href="mailto:Robert.E.Smith@usace.army.mil">Robert.E.Smith@usace.army.mil</a>

**NOTES:**

(1) Proposal prices must be entered for all items of the Proposal Schedule. Award will be made as a whole to one Contractor on the basis of price and other factors. Offeror's attention is directed to SECTION 00120 PROPOSAL EVALUATION AND CONTRACT AWARD for further details.

(2) CLIN DESCRIPTIONS. See Section 01900 BASE SCHEDULE AND OPTIONS.

(3) If a modification to an offer is submitted which provides for a lump sum adjustment to the total cost, the application of the lump sum adjustment to each price in the Proposal Schedule must be stated. If it is not stated, the offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every price in the Proposal Schedule.

(4) Offeror's attention is directed to SECTION 00100 paragraph titled "Arithmetic Discrepancies" wherein are procedures for correction of errors.

(5) Offeror's attention is directed to SECTION 01100: GENERAL for special provisions pertaining to this Solicitation.

(6) Offeror's attention is directed to SECTION 01100, paragraph titled "Missouri Sales and Use Tax".

(7) The general outline of the principal features of each item as listed does not in any way limit the responsibility of the offeror for making a thorough investigation of the drawings and specifications to determine the scope of work included in each item.

(8) Offeror's attention is directed to the CONTRACT CLAUSES wherein the selected offeror is required to submit a small business and small disadvantaged business subcontracting plan. The subcontracting plan shall be submitted in the format that appears at the end of SECTION 00600. Submission of the plan is required prior to award. Award will not be made under this solicitation before the Contracting Officer approves the plan.

(9) Determination of the Offeror's total price for the proposed work will be based on the TOTAL of the BASE SCHEDULE and OPTION SCHEDULE. Immediate award will be made of the BASE SCHEDULE. At the option of the Government, the OPTION SCHEDULE may be awarded at the proposal price after Notice of Award for the BASE SCHEDULE work. The Government does not guarantee any work beyond that of the BASE SCHEDULE. The Government reserves the right to pick up the OPTION SCHEDULE at the proposal price within 90 calendar days, after the Notice to Proceed. Offeror's attention is directed to SECTION 00100, paragraph titled "Evaluation of Options", for further details.

(10) Offeror's attention is directed to the CONTRACT CLAUSES, FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items. Certification will be required upon contract completion unless the Contracting Officer has approved a waiver. The waiver must be approved prior to contract award.

(11) The Government will procure this facility through a Best value competitive acquisition in accordance with the provisions set forth in the Request for Proposal (RFP).

# ***CAUTION!***

BEFORE SIGNING AND MAILING THIS PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. AMENDMENTS: Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office.
2. SEALED PROPOSALS: Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received, and the date and time proposals are due.
3. AMENDED PROPOSAL PAGES: If any of the Amendments furnished amended proposal pages, the amended proposal pages must be used in submitting your proposal.
4. LATE PROPOSALS: In order for a late mailed proposal to be considered, generally it must have been sent by either registered or certified mail not later than 5 calendar days before the receipt of proposals date.
5. PROPOSAL GUARANTEE: Sufficient proposal guarantee in proper form must be furnished with your proposal, if your proposal exceeds \$50,000.
6. MISTAKE IN PROPOSAL: Have you reviewed your proposal prices for possible errors in calculations or work left out?
7. TELEGRAPHIC MODIFICATIONS: If you modify your proposal by telegram, be sure to allow sufficient time for the telegram to reach us prior to the time set for receipt of proposals. Any doubt should be resolved in favor of allowing Extra Time.
8. FACSIMILE PROPOSALS, MODIFICATIONS, OR WITHDRAWALS: Will not be considered.
9. SECTION 00600: Certifications must be completed and submitted with your proposal. Small Business and Small Disadvantaged Business Subcontracting Plan, found at the end of Section 00600, must be submitted prior to award.
10. HAND-DELIVERED PROPOSAL: If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.
11. BUY AMERICAN ACT: All offerors are cautioned that, prior Government conduct notwithstanding, the Contractor's selection of a domestic construction material (as defined in SECTION 00700) which would require the subsequent selection of a foreign construction material for compatibility is not a justification for waiver of the Buy American Act. It is the Contractor's responsibility to verify, prior to submitting the materials for approval, that each system can be built to meet the contract specifications without the use of foreign construction materials.

## SECTION 00100 Bidding Schedule/Instructions to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-6	Brand Name or Equal	AUG 1999
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990

## CLAUSES INCORPORATED BY FULL TEXT

## 52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

- (a) For the purpose of initial evaluation of proposals, the following will be utilized in resolving arithmetic discrepancies found on the face of the price schedule as submitted by the offeror:
- (1) Obviously misplaced decimal points will be corrected;
  - (2) Discrepancy between unit price and extended price, the unit price will govern;
  - (3) Apparent errors in extension of unit prices will be corrected;
  - (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (b) For the purpose of price proposal evaluation, the Government will proceed on the assumption that the offeror intends his proposal to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the proposal will be so reflected on the abstract of proposals.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which price proposal is low.

(End of Statement)

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

- (a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time



specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent

Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number

of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

#### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

**Information other than cost or pricing data is required to evaluate price proposals for price reasonableness. Provide a price breakout for each construction line item from the price schedule, broken into CSI divisions. Each CSI division sub-item shall include all overhead and profit, and the total of all CSI division sub-items shall equal the lump sum amount for the price proposal schedule line item. No price breakout is required for design line items from the price schedule.**

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single firm fixed price contract resulting from this solicitation.

(End of clause)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be **TWENTY (20%)** percent of the bid price or **\$3,000,000.00**, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

#### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CHARLENE A. POINTS  
C/O KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
ROOM 760 FEDERAL BUILDING  
601 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106-2896

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters

are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

15 Feb 2002 at 10:00 a.m.

(c) Participants will meet at--

Fort Riley Area Office  
Bldg. 322 Marshall Ave.  
Fort Riley, KS 66442

(d) Point of Contact is – Mike Istas, Project Engineer 785-239-6461.

(e) Be aware of increased security measures in effect. Valid photo ID and proof of auto registration/insurance is required. Allow extra time to clear security checkpoints.

(f) This will be the only opportunity to visit the site prior to the award. No other site visit is scheduled for this solicitation. Individual or self-guided site visits will not be allowed.

(g) Questions regarding this solicitation may be submitted prior to, or during, the organized site visit. Questions may be submitted in advance by e-mail to [Robert.E.Smith@usace.army.mil](mailto:Robert.E.Smith@usace.army.mil). Questions submitted the day of the site visit must be in writing. There will be a Q&A session at the end of the site visit when the submitted questions will be read aloud and answered, if possible. After the Q&A session, any questions requiring further research will be answered and a Q&A document, consisting of all questions and answers, will be posted to the public web site for the solicitation at [www.nwk.usace.army.mil](http://www.nwk.usace.army.mil). This procedure will ensure that all parties have access to the questions and answers.

#### 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>  
[http://acqnet.saalt.army.mil/library/AFAR/AFARS\\_OCTOBER\\_2001.pdf](http://acqnet.saalt.army.mil/library/AFAR/AFARS_OCTOBER_2001.pdf)  
<http://www.hq.usace.army.mil/cepr/asp/library/>

#### FIELD OFFICE OVERHEAD PERCENTAGE MARKUP

If any change to the contract, issued pursuant to the changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, of the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

#### FIELD OFFICE OVERHEAD PER DIEM RATE

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

**BID BOND REQUIREMENTS (DEC 1989) (FAR 28.101-2):** If your bid exceed \$50,000.00, the bid bond shall be in the amount of 20% of the bid price of \$3,000,000, whichever is the lesser amount. (See CONTRACT CLAUSE titled "Bid Guarantee.")

#### PLANS AND SPECIFICATIONS

Plans and specifications will be available only on CD-ROM, and will be free of charge. A street address must be provided when requesting a CD-ROM. Requests for the CD-ROM must be made via the Internet at <http://www.nwk.usace.army.mil/contract/contract.html>. (Look under Advertised Solicitations.)

## SUBMISSION REQUIREMENTS AND INSTRUCTIONS

### 1. PROPOSALS

Proposals for the work described herein, will be received until the date and time indicated on Standard Form 1442 in Section 00010, at the following address:

U.S. Army Engineer District, Kansas City  
757 Federal Building  
601 East 12th Street  
ATTN: CENWK-CT-C/Marks  
Kansas City, Missouri 64106-2896

### 2. PROPOSAL FORMAT

a. The proposals (originals) shall be no more than **50** pages total all volumes, in the following format:

Proposal Document		Original	Copies
VOLUME 1	- Technical Proposal	1	4
VOLUME 2	- Price Proposal	1	4

The information required by paragraph: INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION, subparagraph (c)(2), shall be included in Volume 1.

b. Proposal Characteristics.

(1) All text must be legible and easily read. The page size of the offeror's proposal shall not exceed 8-1/2 inch by 11 inch. Diagrams, charts and tables shall conform to the paper size. All text shall be typed single-spaced. Margins (1-inch) shall be clean and clear. If fold-out charts are unavoidable and are to be utilized, all sheets shall be reproduced on 11 inch by 17 inch, and folded to 8-1/2 inch by 11 inch sheet size with title clearly visible at bottom right corner. Volume 1 shall be contained within a 3-ring binder (no heat or spiral bound volumes). Volumes 2 may be in separate 3-ring binders or stapled and provided in separate envelopes.

(2) All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and name, address, and telephone number of the prime on the cover sheet. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, List of Acronyms and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The offeror's name, address, signature, and telephone number shall appear on any document to be evaluated.

(3) Proposal clarity, organization (as requested in this solicitation) and cross referencing is mandatory. No material shall be incorporated by reference. General cross references or cross referencing guides will not be considered as appropriate cross references. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner that will provide clarity, organization and cross referencing as required.

(4) Each evaluation factor and subfactor in Volume 1 shall be described in a separate section, appropriately tabbed in a report form. The information in all volumes shall be concise. Elaborate presentations are not necessary or desirable.

(5) The offeror shall submit Section 00010 (including Standard Form 1442) of this solicitation with his prices. Offerors may be required to provide complete cost and pricing data and certification or information other than cost or pricing data at a later date if needed to adequately evaluate price proposals.

### 3. PROPOSAL CONTENT

a. The Government may award a contract based on initial proposals received, without discussion of such proposals, to the offeror providing the best value to the government as evaluated using applicable factors. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint that the offeror can submit to the Government. However, the Government may request additional information from offerors of proposals, which clarifies, supplements and/or changes, any proposal as submitted.

b. Each offeror's ability to perform the work set forth in this solicitation will be evaluated on the basis of his knowledge and understanding of the work, the quality provided by his total proposal and his capability and responsibility to accomplish the project. The evaluation will be based on the offeror's proposals. The proposals shall present a comprehensive, straightforward analysis of the resources and expertise required to perform the work. While knowledge of the RFP requirements is a prerequisite to preparing proposals, restatement of the RFP requirements shall be avoided. Proposals shall emphasize knowledge and understanding of work performance, not work identification.

c. The following factors and subfactors will be used to evaluate each proposal.

#### **FACTOR 1. PAST PERFORMANCE (Volume 1, Part 1).**

Past performance will be evaluated in the areas indicated in the subfactors shown. The Government reserves the right to use information obtained from sources other than those identified by the offeror, to include past performance evaluations in the Construction Contractors Appraisal Support System (CCASS) in evaluating past performance.

Provide a Performance Evaluation Questionnaire for the most recent government or private contracts that have been completed, or are past the original completion date, where the offeror is a prime contractor. The offeror may submit questionnaires for work by the designer, the construction firm, or the design build team. The total number of questionnaires submitted should be at least 10 but not more than 15. No less than 3 questionnaires shall be for design or design-build services. The Past Performance Evaluation Questionnaire along with a sample transmittal letter, are located at the end of this section and must be completed by personnel for whom the offeror has performed work. These Performance Evaluations must be provided by the offeror to persons who have knowledge of this information on past performance. Once completed, these evaluations must be sent directly to the address in paragraph: PROPOSALS, above, by the persons completing these evaluations. The offeror may also e-mail the questionnaires to the references for the past/current contract. References may then electronically complete the questionnaire and e-mail it to Perry D. Marks Jr., Contract Specialist, [Perry.D.Marks@usace.army.mil](mailto:Perry.D.Marks@usace.army.mil). E-mailed or mailed questionnaires must be received by the Government no later than the closing date of the RFP. Questionnaires received after the closing date of the RFP will be discarded and will not be evaluated.

The offeror shall not review the Performance Evaluations after they have been completed, and the persons completing these evaluations shall be informed that their names will be held confidential by the Government. At no time during the evaluation process, debriefings or after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offeror or to any other party.

The Performance Evaluations should clearly identify the offeror's identity and the project or portion of a project being evaluated. It is helpful to give your evaluators a short synopsis of the project or portion of a project that you wish them to evaluate. It is also helpful to include an SASE or overnight delivery envelope addressed to the address found in paragraph: PROPOSALS, and inform the evaluators to forward the evaluation in a timely manner. It is the offeror's responsibility to ensure that evaluators have completed and forwarded the evaluation in a timely manner. Those Performance Evaluations not received in a timely manner will be discarded and will not be evaluated.

In addition, the offeror will provide the following information in the proposal, Volume 1, about these projects:

- Title, location and contract number.
- Dates of contract execution (start and completion).
- Contracting agency.
- At least two current points of contact (names, current phone and fax numbers).



- SF 294s, where available. If the project was done for a non-federal organization, information normally provided on a SF 294 shall be provided in letter format.
- Brief description of the circumstances surrounding the following as they apply and any corrective action taken to preclude recurrence:
  - Contract termination, in whole or in part.
  - Failure to complete awarded work.
  - Liquidated damages or actual damages assessed for delay in meeting completion dates.
  - Brief descriptions of the project to include size and location.

The following subfactors will be evaluated by the Government:

**SUBFACTOR 1a. QUALITY OF PRODUCT AND SERVICES.**

Reviews how well the offeror has complied with contract requirements in the past and conformance with standards of good workmanship.

**SUBFACTOR 1b. CUSTOMER SATISFACTION.**

Reviews how satisfied prior customers and end users are with the offeror's completed work. Includes the willingness of prior customers to do business with the offeror again if given the choice.

**SUBFACTOR 1c. TIMELINESS OF PERFORMANCE.**

Reviews how well the contractor has adhered to contract schedules.

**FACTOR 2. CORPORATE EXPERIENCE (Volume 1, Part 2).**

Provide in detail the experience of your organization in contracts of similar type and complexity, including a list of contracts relevant to the proposed contract which your organization has completed within the last six years, or which is currently under contract and more than 50% complete. Provide the project name, a short description, the size, the owner's name and telephone number, the date of completion and the percentage of the project accomplished with your own forces. Information regarding the type and extent of work completed under the contract shall be included.

For this factor, a project of similar type, size and complexity is considered to be a firing range facility, or a complex of pre-engineered buildings and facilities, with site improvement work and construction similar to a firing range facility, that incorporates most or all of these features: standardized ranges design; modernized target system(s); control tower; latrine facilities; ammunition facilities; classroom facilities; and covered bleacher facilities. The more closely a similar project matches the technical requirements of this solicitation, the more weight it will be given in evaluating corporate experience.

**SUBFACTOR 2a. CONSTRUCTION EXPERIENCE WITH PROJECTS OF SIMILAR TYPE, SIZE, AND COMPLEXITY.**

**SUBFACTOR 2b. DESIGNER EXPERIENCE WITH PROJECTS OF SIMILAR TYPE, SIZE, AND COMPLEXITY.**

**FACTOR 3. MANAGEMENT PLAN (Volume 1, Part 3).**

Provide detailed information not only on management structure but also the design-build management strategy and tactics to be used. Include an organization chart with a detailed diagram of the proposed management structure and chain of command. Provide detailed information showing what work will be subcontracted and what work will be done by the offeror's own forces. Include information on manpower availability and utilization, including in-house, subcontractor, and/or joint venture parties. Explain how the offeror will coordinate with multiple subcontractors, including designer A-E, to meet the schedule requirements. Provide additional relevant information that demonstrates significant value to the Government and a high probability of success in execution. The following subfactors will be evaluated by the Government:

**SUBFACTOR 3a. GENERAL MANAGEMENT STRUCTURE AND PLAN.****SUBFACTOR 3b. MANAGEMENT OF MULTIPLE SUBCONTRACTORS INCLUDING DESIGNER ARCHITECT-ENGINEER.****FACTOR 4. PRICE (Volume 2, Part 1).**

Offerors shall submit the Proposal Schedule, as found in Section 00010. The Proposal Schedule will be evaluated in accordance with paragraphs: BASIS FOR AWARD, EVALUATION FACTORS, and PRICE listed below.

**ADDITIONAL INFORMATION TO BE PROVIDED IN VOLUME 2:****THE OFFER (Volume 2, Part 2)**

The Offer (the SF1442) duly executed with an original signature by an official authorized to bind the company. Acknowledgement of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form).

**REPRESENTATIONS AND CERTIFICATIONS(Volume 2, Part 3)**

The completed Section 00600 of the solicitation (Representations and Certifications).  
For joint ventures, the information required by paragraph "Joint Ventures."

**JOINT VENTURES (Volume 2, Part 4 -- If Applicable)**

Joint ventures shall submit the following additional documentation regarding their business entities:

- A certified copy of their Joint Venture agreement.
- A detailed statement outlining the following in terms of percentages, where appropriate.
- The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
- The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
- The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
- The bonding responsibilities of the joint venture parties.
- Identification of the key personnel having authority to legally bind the joint venture to subcontracts and state who will provide or contract for the labor and materials for the joint venture.
- Identification of party maintaining the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the joint venture.
- Identification of party furnishing the facilities, such as office supplies and telephone service.
- Identification of party having overall control of the joint venture.
- Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual joint venture parties and identify the party, or hired as employees of the joint venture.
- If one of the joint venture parties possesses experience and/or past performance as a Federal Government contractor or as a Corps of Engineers contractor, that experience and/or past performance will be included as the experience and/or past performance of the joint venture.

SAMPLE TRANSMITTAL LETTER  
AND  
PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Kansas City District. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to \_\_\_\_\_ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of \_\_\_\_\_, to forge a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address:

U.S. Army Engineer District, Kansas City  
ATTN: CENWK-CT-C/Perry D. Marks  
757 Federal Building  
601 East 12<sup>th</sup> Street  
Kansas City, Missouri 64016-2896

The questionnaires can also be faxed to Mr. Perry D. Marks Jr. at 816-426-5777.

If you have questions regarding the attached questionnaire, or require assistance, please contact Mr. Marks at (816) 983-3850. Thank you for your assistance.

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope or fax to 816-426-5777, ATTN: Mr. Perry D. Marks Jr.

1. Contractor/Name & Address (City and State):

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☐ Construction      ☐ Design      ☐ Design Build  
☐ Fixed Price      ☐ Cost Reimbursement      ☐ Other (Specify)

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8. Status: Active \_\_\_\_ (provide percent complete) \_\_\_\_  
Complete \_\_\_\_ (provide completion date) \_\_\_\_

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**QUALITY OF PRODUCT/SERVICE:**

10. Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Excellent Quality	
Above Average Quality	
Average Quality	
Acceptable Quality	
None Of The Above Apply	

Remarks:

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11. To what extent were the contractor's reports and documentation accurate, complete and submitted in a timely manner?

Excellent Quality	
Above Average Quality	
Average Quality	
Acceptable Quality	
None Of The Above Apply	

Remarks:

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12. To what extent was the contractor able to solve contract performance problems without extensive guidance from government/owner counterparts?

Excellent Ability	
Above Average Ability	
Average Ability	
Acceptable Ability	
None Of The Above Apply	

Remarks:

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13. How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Excellent Management	
Above Average Management	
Average Management	
Acceptable Management	
None of the Above Apply	

Remarks:

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**CUSTOMER SATISFACTION:**

14. To what extent were the end users satisfied with:

	Quality?	Cost?	Schedule?
Excellent Level of Satisfaction			
Above Average Level of Satisfaction			
Average level of Satisfaction			
Acceptable level of Satisfaction			
None of the Above Apply			

Remarks:

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15. If given the opportunity, would you work with this contractor again?

Yes \_\_\_\_ No \_\_\_\_ Not Sure \_\_\_\_

**TIMELINESS OF PERFORMANCE:**

16. To what extent did the contractor meet the task order schedules?

Completed work substantially ahead of original schedule.	
Completed work within original schedule, with no time extensions required.	
Completed work within revised schedule, with minor time extensions required.	
Completed work within revised schedule, with major time extensions required.	
None of the above apply.	

Remarks:

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**OTHER REMARKS:**

17. Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, effectiveness of their small/small disadvantaged business subcontracting plan, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

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## SECTION 00120

**PROPOSAL EVALUATION AND CONTRACT AWARD****1. INFORMAL SOURCE SELECTION PROCESS**

All offers received in response to this solicitation will be evaluated in accordance with informal source selection procedures. The principal objective of this process is to select responsible offerors to be the overall Best Value to the Government, price and other factors considered (the Best Value). The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The right is reserved to accept other than the lowest price offers and to reject any or all offers. Award may be made to the superior proposals, regardless of cost or price, provided that price is determined to be reasonable. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible proposals received in response to this particular solicitation.

**2. SOURCE SELECTION ORGANIZATION.**

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA) and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate Technical Evaluation and Price Evaluation teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, price analysis, small business, and other functional staff management expertise.

**3. SOURCE SELECTION PROCEDURE.**

a. The source selection procedures will begin with an initial review of proposals and continue with a technical and price evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in paragraph: Evaluation Factors, below. The results of the SSEB evaluations will be presented to the SSA, who will rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will either make the final source selection decision or determine whether it is appropriate to engage in clarifications or communication prior to establishment of a competitive range, or to establish a competitive range and conduct discussions with those offerors that are included in the competitive range. The Government intends to award without discussions. All communications leading to establishment of the competitive range will be conducted in accordance with FAR Part 15.306b.

b. If a competitive range is established, discussions will be conducted with offerors who are included in the competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final ratings. Results of the final technical ratings will be presented to the SSA. The SSA shall then rank the proposals based on the Best Value to the Government, price and other factors considered. The SSA will then make the final source selection decision. If appropriate, the SSA will apply the tradeoff process in the Best Value Continuum.

c. The proposals received in response to this RFP will be evaluated utilizing a rating system to select the most advantageous proposal. To be considered acceptable, each offeror shall specifically address each of the evaluation factors listed below. Sufficient detail shall be provided, citing specific data as may be required, such that the proposal may be adequately evaluated. The proposal must show clearly that the offeror has an understanding of the work tasks required and has the capability and responsibility to accomplish the project.

d. The Government is not responsible for information overlooked during the evaluation that is not located in the appropriate proposal section. To ensure that evaluation credit is appropriately received for proposal material submitted, do not incorporate by reference documents not contained in the proposal. References to other sections of the proposal shall be by specific paragraph number (and name, if applicable), page number and section.

#### **4. BASIS FOR AWARD**

The Government intends to select, without discussions, those responsible offerors whose proposals conform to the solicitation and are determined to be the Best Value to the Government in accordance with the following relationship between price and technical merit. The technical evaluation factors, when combined, are considered of more importance to price (see paragraphs below: Relative Weight of Technical Evaluation Criteria; and Price). The closer the total evaluated technical scores of acceptable proposals are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

#### **5. TECHNICAL EVALUATION FACTORS**

Evaluation factors are listed below. All factors will be evaluated on the completeness, conciseness, and relevance of information provided. These factors are listed in the order of importance described in paragraph: Relative Weight of Technical Evaluation Criteria.

##### **FACTOR 1. PAST PERFORMANCE.**

**SUBFACTOR 1a. QUALITY OF PRODUCT AND SERVICES.**

**SUBFACTOR 1b. CUSTOMER SATISFACTION.**

**SUBFACTOR 1c. TIMELINESS OF PERFORMANCE.**

##### **FACTOR 2. CORPORATE EXPERIENCE.**

**SUBFACTOR 2a. CONSTRUCTION EXPERIENCE WITH PROJECTS OF SIMILAR TYPE, SIZE, AND COMPLEXITY.**

**SUBFACTOR 2b. DESIGNER EXPERIENCE WITH PROJECTS OF SIMILAR TYPE, SIZE, AND COMPLEXITY.**

##### **FACTOR 3. MANAGEMENT PLAN.**

**SUBFACTOR 3a. GENERAL MANAGEMENT STRUCTURE AND PLAN.**

**SUBFACTOR 3b. MANAGEMENT OF MULTIPLE SUBCONTRACTORS INCLUDING DESIGNER ARCHITECT-ENGINEER.**

#### **6. RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA**

Factor 1 is the most important factor. Within factor 1, subfactor 1a is the most important. Subfactor 1b is slightly less important than subfactor 1a, and subfactor 1c is slightly less important than subfactor 1b.

Factor 2 is less important than factor 1 and equal to factor 3. Within factor 2, subfactor 2a is the most important, and subfactor 2b is slightly less important than subfactor 2a.

Factor 3 is less important than factor one and equal to factor 2. Within factor 3, subfactor 3a is the most important, and subfactor 3b is slightly less important than subfactor 3a.



## **7. PRICE (Volume 2).**

a. Price will not be point-scored, but will be subjectively evaluated. The specific evaluation process is described below. The technical evaluation factors, when combined, are **more** important than price. The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of price in making the selection determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the selection determination.

b. The Price Proposal Schedule (Volume 2) submitted in response to this solicitation will not be point scored but will be subjectively evaluated for reasonableness over the life of the contract. In the event, during the course of the analysis, the Price Evaluation Team has reason to question the reasonableness of a price proposal, or has reason to believe there is unbalancing in the price proposal, the PET may conduct such additional reasonable analysis as it requires in order to complete a thorough price analysis. Because the evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected because of an unbalanced or an unreasonable price proposal.

c. The evaluated price information will be reported to the SSA. The SSA will utilize the technical ratings and the price evaluations in preparing its overall ranking of the proposals and as to the Best Value determination for selection of successful offerors.

## **8. PAST PERFORMANCE**

a. In the course of evaluating offerors' proposals, the Source Selection Evaluation Board may contact references submitted by the offeror. The SSEB may also check past performance information obtained from sources other than those identified by the offeror. All gathered information will be used to evaluate the offeror's overall past performance.

b. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past performance rating less than satisfactory.

c. During the evaluation, the following will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems and the effectiveness of corrective actions taken.

d. At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party. Offerors may be afforded the opportunity to respond to adverse comments made by references in accordance with guidelines identified in FAR Part 15.3. In this case, comments will be extracted and provided to the offeror. Copies of the questionnaires will not be furnished to the offeror and will remain confidential.

e. During the ranking process the SSA may also consider past performance information in evaluating overall risk associated with a particular offeror.

**9. DEBRIEFING.** In accordance with FAR 15.505 Preaward Debriefing of Offerors, and FAR 15.506 Postaward Debriefing of Offerors, the offeror should be aware of the following.

### **a. PREAWARD DEBRIEFING OF OFFERORS (FAR 15.505)**

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

(a)(1) The offeror may request a preaward debriefing by submitting a written request for debriefing to the Contracting Officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a postaward debriefing (see 15.506(d)). Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed subsequent to the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a preaward or a postaward debriefing. Offerors are entitled to no more than one debriefing for each proposal.

(b) The Contracting Officer shall make every effort to debrief the unsuccessful offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interests of the Government to conduct a debriefing at that time. The rationale for delaying the debriefing shall be documented in the contract file. If the Contracting Officer delays the debriefing, it shall be provided no later than the time postaward debriefings are provided under 15.506. In that event, the Contracting Officer shall include the information at 15.506(d) in the debriefing.

(c) Debriefings may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

At minimum, preaward debriefings shall include--

- (1) The agency's evaluation of significant elements in the offeror's proposal;
- (2) A summary of the rationale for eliminating the offeror from the competition; and
- (3) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the competition.

Preaward debriefings shall not disclose--

The number of offerors;

The identity of other offerors;

The content of other offerors' proposals;

The ranking of other offerors;

The evaluation of other offerors; or

Any of the information prohibited in 15.506(e).

An official summary of the debriefing shall be included in the contract file.

**b. POSTAWARD DEBRIEFING OF OFFERORS FAR 15.506**

(a)(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a postaward debriefing in lieu of a preaward debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition (see 15.505(a)), but failed to submit a timely request, is not entitled to a debriefing.

(4)(i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing pursuant to 15.505(a)(2), or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed pursuant to 15.505(a)(2) could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(c) The Contracting Officer should normally chair any debriefing session held. (Individuals who conducted the evaluations shall provide support.)

At a minimum, the debriefing information shall include--

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

(2) The overall evaluated price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--

(1) Trade secrets;

Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.

(End of Section)

## SECTION 00600 Representations &amp; Certifications

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or

state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ( ) has not ( ) within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **234930**.

(2) The small business size standard is **\$27,500,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.



( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the

preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

( ) is ( ) is not a historically black college or university;

( ) is ( ) is not a minority institution.

(End of provision)

#### 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding

the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the

Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)



## SECTION 00700 Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (May 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts	AUG 1987
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-8	Other Contracts	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirements for Registration of Designers	APR 1984
52.236-5000	Plant and Material Removal After Contract Termination (Mar 1995)	MAY 1999
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-4	Changes	AUG 1987
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-6	Subcontracts for Commercial Items	MAY 2001
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-7	Termination (Fixed-Price Architect-Engineer)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988

252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7007	Additive or Deductive Items	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

##### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

#### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the

acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

## 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001) ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, (iii) Service-disabled veteran-owned small business concerns; HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-

owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.



(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

#### 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

	Goals for minority participation for each trade	Goals for female participation for each trade
Riley and Geary Counties, KS	6.5%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a

violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Fort Riley, Kansas, including parts of Riley and Geary Counties, Kansas, included within the Military Reservation boundaries.**

**(End of Clause)**

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:  
**NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

## 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2001)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be



based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the

subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a

subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

**52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

**52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

**52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)**

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

#### 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

#### 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory

to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

#### 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

## 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

## 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,



- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>  
[http://acqnet.saalt.army.mil/library/AFAR/AFARS\\_OCTOBER\\_2001.pdf](http://acqnet.saalt.army.mil/library/AFAR/AFARS_OCTOBER_2001.pdf)  
<http://www.hq.usace.army.mil/cepr/asp/library/>

#### 252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

- (i) Material;
  - (ii) Labor;
  - (iii) Equipment;
  - (iv) Subcontracts; and
  - (v) Overhead; and
- (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
  - (d) The Contractor's proposal shall include a justification for any time extension proposed.

## SECTION 00800 Special Contract Requirements

## CLAUSES INCORPORATED BY REFERENCE:

252.225-7014	Preference For Domestic Specialty Metals	MAR 1998
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	OCT 1992

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **FOUR HUNDRED NINETY FIVE DOLLARS AND NO CENTS (\$495.00)** for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
MAR 1995)--EFARS

- (a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.
- (b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, **REGION V**. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.
- (c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.
- (d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

## 52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the type and quantity of construction materials approved by the Contracting Officer prior to commencement of construction.

(End of clause)

## 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **TWENTY PERCENT (20%)** of the total amount of **construction** work to be performed under the contract (**design work by the A-E of record is not covered by this clause**). This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

## 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(End of clause)

#### DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE - AUG 1997

(a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

(b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

(1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.

(2) The provisions of the solicitation. (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.)

(3) All other provisions of the accepted proposal.

(4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

(End of Clause)

#### DESIGNER OF RECORD (CESPA) (APR 1999).

Designer of Record approval is required for extension of design, critical materials, and deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer's Representative.

(a) Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." The Contractor shall provide the Government the number of copies designated of all Designer of Record approved submittals. The Government may review any or all Designer of Record approved submittals for conformance to the Solicitation and Accepted Proposal.

(b) The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal. Administrative Contracting approval is required for any deviations from the Solicitation or Accepted Proposal. Government review is required for extension of design construction submittals, used to define contract conformity, and for deviation from the completed design. Review will be only for conformance with the contract requirements. Included are only those construction submittals for which the Designer of Record design documents do not include enough detail to ascertain contract compliance. All submittals not requiring Design of Record or Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

(End of Clause)

#### KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS - AUG 1997

In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.

(End of Clause)

#### RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN – FEB 2000

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services described in paragraph (a) furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) if the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable thereunder.

(End of Clause)

#### WARRANTY OF CONSTRUCTION WORK – AUG 1997

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of:

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or workmanship.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

Obtain all warranties that would be given in normal commercial practice;

Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

#### SEQUENCE OF DESIGN -CONSTRUCTION (FAST TRACK) – AUG 1997

(a) After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The ACO or COR will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the ACO or COR, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

(b) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

(c) No payment will be made for any in-place construction until all required Submittals have been made, reviewed and are satisfactory to the Government.

(End of Clause)

#### CONSTRUCTOR'S ROLE DURING DESIGN PROCESS – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to, actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fasttracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop

drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

(End of Clause)

#### VALUE ENGINEERING AFTER AWARD – JUNE 1999

(a) In reference to Contract Clause 52.248-3, "Value Engineering Construction," the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

(End of Clause)

#### DESIGN CONFERENCES – AUG 1997

(a) Pre-Work: As part of the Pre-work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D/B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.

(b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user operations, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.

(c) Design Review Conferences: Review conferences will be held on base for each design for each submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

(End of Clause)

#### TRAINING – FEB 2000



The Contractor shall provide operational and maintenance training for all systems furnished under this contract for the operating and maintenance personnel. The system manufacturer shall put on the training, where feasible. All operation and maintenance manuals shall be submitted and approved prior to conducting the training and shall be used during training. The Contractor shall video tape the training session on VHS tapes and provide the tapes to the Government.

(End of Clause)

#### RECOMMENDED INSURANCE COVERAGE (FEB 2000)

The Design-Build Contractor's attention is invited to the contract requirements concerning "RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN" and "WARRANTY OF CONSTRUCTION WORK." These requirements vest in the Contractor complete responsibility for the professional quality, technical accuracy, and coordination of all design, drawings, specifications and other work or materials furnished by his in-house or consultant forces. The Design-Build Contractor must correct and revise any errors or deficiencies in his work, notwithstanding any review, approval, acceptance or payment by the Government. The Contractor must correct and change any work resulting from his defective design at no additional cost to the Government. The requirements further stipulate that the Design-Build Contractor shall be liable to the Government caused by negligent performance. Though not a mandatory requirement, this is to recommend that the Design-Build Contractor investigate and obtain appropriate insurance coverage for such liability protection.

#### COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 42.21 1 -1 0) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **TEN (10)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the dates or number of calendar days after the date of receipt by him of notice to proceed set forth in the schedule below except as specified in the various landscaping sections. The time stated for completion shall include final cleanup of the premises.

SCHEDULE

Item of Work	Commencement Time	Completion Time	Liquidated Damages Per Calendar Day
1.1 Design and Construction of Modified Record Fire Range, Combat Pistol Range, 25-Meter Zero Fire Range, and All Site Improvements, Complete	10 calendar days after receipt of NTP (See Note 1)	365 calendar days after receipt of NTP (See Note 1)	(See 52.211-112)
1.2 Landscaping	N/A	N/A	N/A
1.3 Establishment of Turf	(See Note 2)		
1.4 Final As-Built Drawings	(See Note 3)		
1.5 Operation and Maintenance (O&M) Manuals	(See Note 4)		

#### NOTES:

**1. Refer to Section 01130 for Government review periods for 50% and 100% design submittals.**

2. Establishment of Turf. Planting shall be accomplished during the planting season as specified in the technical requirements, or portion thereof (but not less than 15 days), following substantial completion of building construction. No payment will be made for Establishment of Turf until all requirements of ESTABLISHMENT OF TURF are adequately performed and accepted, as determined by the Contracting Officer.

Exception to completion time: In case the Contracting Officer determines that seeding is not feasible during the completion time stated above, the Contractor shall accomplish such seeding in the first planting period following the

contract completion time. **Contractor must coordinate schedule for seeding at the ranges with the Contracting Officer and Range Control if work is completed after the completion date of the contract.**

3. As-Built Drawings. The Contractor shall commence work on final as-built drawings upon his receipt of the approved preliminary as-built drawings, the reproducible original contract drawings and the CADD. The Contractor shall provide final as-built drawings as specified in Section 01720. Contractor shall have 60 calendar days after approval and turnover of each separate range facility to complete and return to the Contracting Officer all specified final as-built drawing work. Upon satisfactory completion of this work the Contractor shall have earned the amount shown for Final As-Built Drawings in the Bid Schedule.

4. O&M Manuals. O&M Manuals shall be developed and submitted in accordance with Section 01730 OPERATION AND MAINTENANCE INSTRUCTIONS, at least **SIXTY (60)** calendar days prior to the scheduled contract completion date for each applicable construction phase. Upon approval of fully developed O & M Manuals the Contractor shall have earned the amount shown for "Operations and Maintenance Manuals" in the Proposal Schedule.

(End of Clause)

**SUBMITTAL OF WORK TO BE PERFORMED BY THE CONTRACTOR (FEB 2000)**

The Contractor shall furnish the Contracting Officer within 10 days after contract award the items of work that will be performed with his own forces, and the estimated cost of those items. The contractor shall also include the items of work that will be performed by subcontract, and the estimated cost of those items as well. The minimum percentage of work that must be performed by the Contractor is stated in Contract Clause 52.236-1, "Performance of Work by the Contractor."

(End of Clause)

## SECTION 00810

### WAGE RATES

<u>WAGE RATE DECISION NO.</u>	<u>CONSTRUCTION TYPE</u>
KS 01 0005	HIGHWAY
KS 01 0011	BUILDING
KS 01 0027	HEAVY, SEWER AND WATER LINE

GENERAL DECISION KS000005 03/02/01 KS5  
General Decision Number KS010005

Superseded General Decision No. KS000005

State: Kansas

Construction Type:  
HIGHWAY

County(ies):

ALLEN	ELK	MORRIS
ANDERSON	FRANKLIN	NEMAHA
ATCHISON	GEARY	NEOSHO
BOURBON	GREENWOOD	OSAGE
BROWN	HARPER	OTTAWA
CHASE	JACKSON	POTTAWATOMIE
CHAUTAUQUA	JEFFERSON	RENO
CHEROKEE	KINGMAN	REPUBLIC
CLAY	LABETTE	RILEY
CLOUD	LINN	SALINE
COFFEY	LYON	SUMNER
COWLEY	MARION	WABAUNSEE
CRAWFORD	MARSHALL	WASHINGTON
DICKINSON	MCPHERSON	WILSON
DONIPHAN	MONTGOMERY	WOODSON

HIGHWAY CONSTRUCTION PROJECTS (Excluding tunnels, building structures in rest areas projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges)

Modification Number	Publication Date
0	03/02/2001

COUNTY(ies):

ALLEN	ELK	MORRIS
ANDERSON	FRANKLIN	NEMAHA
ATCHISON	GEARY	NEOSHO
BOURBON	GREENWOOD	OSAGE
BROWN	HARPER	OTTAWA
CHASE	JACKSON	POTTAWATOMIE
CHAUTAUQUA	JEFFERSON	RENO
CHEROKEE	KINGMAN	REPUBLIC
CLAY	LABETTE	RILEY
CLOUD	LINN	SALINE
COFFEY	LYON	SUMNER
COWLEY	MARION	WABAUNSEE
CRAWFORD	MARSHALL	WASHINGTON
DICKINSON	MCPHERSON	WILSON
DONIPHAN	MONTGOMERY	WOODSON

SUKS2005A 08/04/2000

	Rates	Fringes
APHALT PAVER SCREED OPERATOR	10.50	
ASPHALT PAVING MACHINE OPERATOR	11.50	

ASPHALT PLANT OPERATOR	11.50
ASPHALT RAKER	8.50
AUTOGRADER OPERATOR	12.00
BACKHOE OPERATOR	10.50
BATCHING PLANT SCALE OPERATOR	8.00
BLOWER MULCHER SEEDER OPERATOR	9.00
BORING MACHINE OPERATOR	10.25
BRICK, BLOCK AND STONESETTER	12.00
BULLDOZER OPERATOR	10.75
CARPENTER	11.25
CARPENTER (ROUGH)	9.15
CAT MIXER/BOMAG OPERATOR	9.50
CONCRETE CENTRAL MIX PLANT OPERATOR	11.50
CONCRETE FINISHER	11.00
CONCRETE FINISHING MACHINE OPERATOR	11.50
CONCRETE PUMP TRUCK OPERATOR	11.00
CONCRETE SAW OPERATOR	10.00
CRANE OPERATOR	12.75
CRUSHER AND SCREENING PLANT OPERATOR	10.75
DISTRIBUTOR OPERATOR (BITUMINOUS)	10.50
DRILL OPERATOR (DRILLED SHAFTS)	12.00
DRILL RIG OPERATOR	12.00
ELECTRICIAN	13.00
EXCAVATOR OPERATOR	11.50
FLAGGER	8.40
FORM LINE AND SETTER	9.00
FRONT END LOADER OPERATOR	10.50
LINEMEN (LIGHTING & TRAFFIC SIGNALS)	12.00
LINEMEN OPERATOR (LIGHTING AND TRAFFIC SIGNALS)	11.00
GROUNDMAN (LIGHTING AND TRAFFIC SIGNALS)	10.50
HYDRO-DEMOLITION OPERATOR	11.50
LABORER (CONSTRUCTION)	8.00
MATERIAL TRANSFER VEHICLE OPERATOR	10.50
MECHANIC	12.25
MIXER OPERATOR, CONCRETE PORTABLE	9.15
MOTOR, GRADER OPERATOR (FINISH)	11.50
MOTOR, GRADER OPERATOR (ROUGH)	10.50
MOTOR, SCRAPER OPERATOR	10.25
PAINTER (PAVEMENT MARKING)	9.15
PAINTER (STRUCTURAL STEEL & BRIDGES)	12.00
PAVEMENT BREAKER OPERATOR (SELF-PROPELLED)	9.75
PAVING EQUIPMENT OPERATOR	10.50
POST DRIVER AND/OR AUGER OPERATOR	10.00
POWDERMAN	10.75
PROFILE GRINDER OPERATOR	13.00
REINFORCING STEEL SETTER	8.90
ROCK DRILL OPERATOR	10.50
ROLLER/COMPACTOR OPERATOR (SELF-PROPELLED)	9.50
ROLLER/COMPACTOR OPERATOR (SELF-PROPELLED) (ASPHALT)	10.00
ROTARY BROOM OPERATOR	8.75

ROTOMILL OPERATOR	11.75
ROTOMILL GROUNDMAN	10.00
SANDBLASTER (STRUCTURAL STEEL & BRIDGES)	10.00
SERVICEMAN (EQUIPMENT)	10.25
SHOULDER MACHINE OPERATOR	10.00
SKIDSTEER LOADER OPERATOR	9.50
SLURRY MACHINE OPERATOR	10.50
SPREADER BOX OPERATOR (SELF- PROPELLED)	10.00
STEEL WORKER (STRUCTURAL)	9.50
TRACTOR OPERATOR	9.00
TRENCHING MACHINE OPERATOR	9.50
TRUCK DRIVER (SINGLE AXLE)	10.00
TRUCK DRIVER (TANDEM AXLE)	10.25
TRUCK DRIVER (TRIPLE AXLE AND SEMI)	10.50
TRUCK DRIVER (HEAVY-DUTY OFF ROAD)	10.50
TRAFFIC CONTROL SERVICE DRIVER	10.00
WELDER	10.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

-----

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

GENERAL DECISION KS010011 10/26/01 KS11  
General Decision Number KS010011

Superseded General Decision No. KS000011

State: Kansas

Construction Type:  
BUILDING

County(ies):  
RILEY

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/02/2001
1	04/13/2001
2	06/01/2001
3	08/10/2001
4	10/26/2001

COUNTY(ies):  
RILEY

PLUM0165A 06/01/2001		
PLUMBERS	Rates 24.24	Fringes 7.35
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* ROOF0020P 06/01/2001		
ROOFERS	Rates 21.01	Fringes 6.44
-----		
SFKS0669B 04/01/1999		
SPRINKLERFITTERS	Rates 23.01	Fringes 6.954
-----		
SH EE0077C 06/01/2001		
SHEETMETAL WORKERS (Including HVAC Duct Work)	Rates 23.58	Fringes 7.34
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SUKS1029A 03/01/2000		
BRICKLAYERS	Rates 18.00	Fringes
CARPENTERS (Including Drywall Hanging and Excluding Insulation, Batt)	12.93	3.01
CEMENT MASONS	11.00	0.44



LABORERS:

Unskilled (Excluding Blown Installation)	8.42
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PAINTER:

Brush/Roller (Including Drywall Finishing)	11.39
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POWER EQUIPMENT OPERATORS:

Backhoe	13.19	2.68
Rollers (All Types)	10.53	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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END OF GENERAL DECISION

GENERAL DECISION KS000027 03/02/01 KS27  
 General Decision Number KS010027

Superseded General Decision No. KS000027

State: Kansas

Construction Type:  
 HEAVY  
 SEWER AND WATER LINE

County(ies):  
 GEARY RILEY

HEAVY, SEWER AND WATER LINE CONSTRUCTION PROJECTS

Modification Number Publication Date  
 0 03/02/2001

COUNTY(ies):  
 GEARY RILEY

SUKS2002A 01/22/1988		
	Rates	Fringes
BRICKLAYERS	15.89	
CARPENTERS	10.06	1.80
CEMENT MASONS	8.93	
ELECTRICIANS	14.24	1.25
FORM SETTERS	7.10	
LABORERS:		
Laborers	6.23	1.52
Pipelayers	5.83	
Rebar workers	11.18	
PIPEFITTERS	16.74	
PLUMBERS	17.65	1.98
POWER EQUIPMENT OPERATORS:		
Backhoe	7.59	
Bulldozer	6.50	
Crane	8.55	
Grader	7.47	
Loader	7.70	
TRUCK DRIVERS	5.94	

-----  
 WELDERS: Receive rate prescribed for craft performing operation  
 to which welding is incidental.  
 -----

Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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U. S. Department of Labor  
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Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

**RFP GENERAL**

**DESIGN / BUILD  
REQUIREMENTS**

PART A – RFP GENERAL

DESIGN / BUILD REQUIREMENTS

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SECTION 01100

GENERAL

PART 1 GENERAL

1.1 INQUIRIES

Pursuant to SECTION 00100 paragraph title **"Instructions to Offerors--Competitive Acquisition"**, any inquiries regarding this Invitation, before bids are opened, should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: **Mr. Robert Smit**. Inquiries for which oral explanation or advice on the plans and specifications will suffice may be referred to **Mr. Smit** by calling Area Code **(816) 983-327**. Telephone calls concerning the mailing of plans and specifications should be made to Contracting Division at Area Code 816-983-3975. Collect telephone calls will not be accepted. (KCDO APR 84)

1.2 INFORMATION REGARDING PROPOSAL MATERIAL

Proposals must be submitted upon Government standard bid form (STANDARD FORM 1442 (Rev. 4-85)). Wherever in the proposal the words "invitation" and "bid" occur, they shall be deemed to refer to "solicitation" and "offer," respectively.

1.3 TIME FOR ACCEPTANCE BY THE GOVERNMENT OF PROPOSALS

All offerors submitting proposals in response to this request agree that the Government shall have not less than 90 days to accept any proposal, after the date indicated for receipt of proposals. In the event the Government cannot award a contract within this 90 day period, any or all proposers may, at their option, extend the date for acceptance of their proposal or may resubmit their price proposals.

1.4 DISPOSAL OF PROPOSALS

After award of the construction contract, proposal sets may be destroyed or may be kept for record. Proposal sets that are kept for records will be for Government use. Disclosure of proposal material, in whole or in part, outside the Government will be restricted only if the provisions of paragraph "Restriction on Disclosure and Use of Data" are in effect.

1.5 SUPERINTENDENCE OF SUBCONTRACTORS

(a) The Contractor shall be required to furnish the following:

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(b) If the Contracting Officer, at any time after 50% of the subcontracted



work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

#### 1.6 IDENTIFICATION OF EMPLOYEES

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

#### 1.7 APPLICATION OF WAGE RATES

The inclusion of the Davis-Bacon Act General Wage Decision or the Service Contract Act Wage Determination in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific work task can be performed by any specific trade. Which work tasks can be performed by what trades depends on and is determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the **offeror** to determine and comply with the prevailing area practice. Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial Relations Specialist (telephone number 816-983-3723) or to the Department of Labor Regional Wage and Hour Division.

Application of wage rates and fringe benefits: For the application of the wage rates and fringe benefits contained in the Decisions of the Secretary of Labor, attached to and a part of this contract, all work required within 5 feet outside building lines shall be considered Building Construction.

Highway Construction rates apply to the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects.

All other construction not defined herein as Building Construction or Highway Construction shall be considered Heavy Construction.

#### 1.8 PAYMENTS TO SUBCONTRACTORS

The Contractor's attention is directed to CONTRACT CLAUSE titled "Payment Under Fixed-Price Construction Contracts." In addition to the requirements set forth in the referenced paragraph, the Government will reimburse the Contractor, upon request, for amount of premiums paid by the subcontractors for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor furnishes evidence of full payment to the surety.

#### 1.9 PAYMENTS TO CONTRACTOR (KCD MAY 90 - FORMERLY FAR 52.2/9101(a))

The following is an example of a Contractor's release of claims clauses required to comply with the provisions of paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts":

RELEASE OF CLAIMS

The undersigned Contractor under contract dated \_\_\_\_\_, 2000, between the United States of America and said Contractor for the \_\_\_\_\_ located at \_\_\_\_\_, in accordance with paragraph (h) of the CONTRACT CLAUSE titled "Payments Under Fixed-Price Construction Contracts" of said contract, hereby releases the United States, its officers, agents, and employees from any and all claims arising under or by virtue of said contract or any modification or change thereof except with respect to those claims, if any, listed below:

(Here itemize claims and amounts due.)

#### 1.10 PROSPECTIVE CONTRACTOR RESPONSIBILITY

Each bidder shall furnish, within 3 calendar days after receipt of request therefor, data which will show the bidder's ability to perform the work or services required by this Invitation for Bids. Such data shall include as a minimum: Bank certification of financial capability, or a financial statement not over 60 days old, which will be treated as confidential (if over 60 days old, a certificate shall be attached thereto stating that the financial condition is substantially the same or, if not the same, the changes that have taken place); names of commercial and financial reporting agencies from whom credit reports may be obtained; trade creditors; name and address of bonding company; business and construction experience; past record of performance of Government contracts; and construction plant and equipment available for this job, with resume of work in progress or other data that will assure that the bidder is in a position to perform the work within the time specified.

In addition, if the bid exceeds \$1,000,000, the bidder shall furnish upon request, a certified statement listing:

(a) Each contract awarded to him within the preceding three-month period exceeding \$1,000,000 in value with brief description of the contract.

(b) Each contract awarded to him within the preceding three-year period not already physically completed and exceeding \$5,000,000 in value with brief description of the contract.

(c) If the prospective Contractor is a joint venture, each joint venture member will be required to submit the above defined certification. There shall also be furnished any other available information which will serve to substantiate the bidder's qualifications as a responsible prospective Contractor. (KCD APR 84)

#### 1.11 PERFORMANCE OF WORK BY CONTRACTOR

Bidder's attention is directed to SPECIAL CLAUSE titled "Performance of Work by Contractor." The successful bidder will be required to furnish the Contracting Officer, a description of the work which he will perform with his own organization (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the Contractor's own organization shall be furnished to the Contracting Officer within 10 days after award of the contract.

#### 1.12 LABORATORY AND TESTING FACILITIES

The Contractor shall provide and maintain all measuring and testing

devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to the CONTRACT CLAUSE titled "Inspection of Construction." The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work. (KCD)

#### 1.13 LIMITS OF RIGHT-OF-WAY

Limits of right-of-way within private property shall be established as soon as practicable and at least 30 days prior to commencing work in the immediate vicinity, to allow time for relocation of fences by owners of property adjacent to the location of the work.

#### 1.14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE titled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

##### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

##### WORK DAYS BASED ON (5) DAY WORK WEEK

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
(13)	(9)	(5)	(6)	(7)	(8)	(7)	(5)	(6)	(5)	(3)	(8)

(c) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, above, the Contracting Officer will convert any qualifying

delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE titled "Default (Fixed Price Construction)." (ER 415-1-15)

#### 1.15 REQUIRED INSURANCE SCHEDULE

In accordance with CONTRACT CLAUSE titled "Insurance - Work On A Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

Type	Amount
Workmen's Compensation State Statute	coverage complying with applicable
Employers' Liability	minimum amount of \$100,000.00
General Liability on Comprehensive Form of Policy which includes, but is not limited to, insurance for all work required herein	minimum limits of \$500,000 per occurrence for bodily injury
Comprehensive Automobile Liability	minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

(End of clause)

#### 1.16 INTERRUPTIONS TO UTILITY SERVICES

A schedule showing the approximate times of interruptions of utility services and roads shall be submitted approximately 30 days in advance of interrupting services to make connections. Where it is necessary to interrupt services to make connections and the period of interruption will last more than 2 hours, the connections shall be performed on Saturday or Sunday, unless otherwise approved by the Contracting Officer. Final arrangements shall be made with the Contracting Officer at least 72 hours in advance of the scheduled times of interruptions.

#### 1.17 COORDINATION BETWEEN CONTRACTORS

(See CONTRACT CLAUSE titled "Other Contracts.") Construction work on another contract is underway concurrently with this Contract. The obligations of the Contractor under this Contract will include jointly planning and scheduling the work, on a cooperative basis, with the other Contractor involved in order to minimize delays and interferences. Alterations to systems installed under the other contract, including connections to sewer, waterlines, and bituminous pavement shown as existing, may not be in place.

#### 1.18 CONTRACTOR-FURNISHED EQUIPMENT DATA

At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned in the following subclauses.

- (1) Equipment List. An itemized equipment list showing unit retail value

and nameplate data including serial number, model number, size, manufacturer, etc., for all Contractor-furnished items of mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

(2) Guarantees. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefor. For each specific guaranteed item, a name, address, and telephone number shall be shown on the list for subcontractor who installed equipment, equipment supplier or distributor and equipment manufacturer. The completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item.

(3) Warranty Service Calls. The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within the time periods as follows: 4 hours for heating, air-conditioning, refrigeration, air supply and distribution, and critical electrical service systems and food service equipment, and 24 hours for all other systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical room or close to the unit.

#### 1.19 DATE OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1)

(a) The date of the U.S. Army Corps of Engineers Safety and Health Requirements Manual in effect on the date of this solicitation is 3 September 1996. See Section 00700, Contract Clause titled "Accident Prevention."

(b) Section 06.I of EM 385-1-1 is deleted. Job hazard analysis for confined space entry procedures is still required, as per 01.A.09 of EM 385-1-1. OSHA Standards 29 CFR 1910.146 or 29 CFR 1926 shall apply.

(c) Before initiation of work at the job site, an accident prevention plan, written by the prime contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be reviewed and found acceptable by designated Government personnel.

#### 1.20 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA standards as well as the most current edition of the Corps of Engineers General Safety Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes.

#### 1.21 CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment ownership and operating expenses shall be as set forth in SPECIAL CLAUSE titled "Equipment Ownership and Operating Expense Schedule." A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated August 1995 can be ordered from the Government Printing Office (GPO) by calling Telephone No. 202-512-1800.

## 1.22 SHOP DRAWINGS

The Contractor's attention is directed to clause "Specifications and Drawings for Construction" of the Contract Clauses.

## 1.23 SUBMITTALS

(a) Submittal Procedures. See Division One SECTION: SUBMITTAL PROCEDURES.

(b) Shop Drawings shall be submitted in ample time to secure approval prior to the time the items covered thereby are to be delivered to the site. ENG Form 4025 and 4026 shall be used for the transmittal of shop drawings. Unless otherwise specified, shop drawings shall be submitted not less than 30 days before commencement of fabrication of fabricated items and not less than 15 days before delivery of standard stock manufactured items. Where materials are stock with the manufacturer, catalog data, including specifications and full descriptive matter, may be submitted as shop drawings. When catalog includes nonapplicable data, the applicable data shall be clearly designated and identified by item number, item name, and name of manufacturer. Shop drawings submitted (including initial and final submittals) shall be reproductions on high quality paper with clear and legible print. Drawings shall generally be bordered a minimum of one inch and trimmed to neat lines and unless otherwise specified, the minimum scale shall be 3/8-inch to the foot. Shop drawings quality will be subject to approval. Each shop drawing, including catalog data, shall be identified with a title block including the name of Contractor, contract number, name and location of project, and name of item of work or structure to which the shop drawing applies. Material fabricated or delivered to the site before approved shop drawings have been returned to the Contractor will be subject to rejection. NO CONSTRUCTION OR INSTALLATION SHALL BE DONE FOR ANY ITEM REQUIRING SHOP DRAWINGS, UNTIL ALL SHOP DRAWINGS FOR THAT ITEM HAVE BEEN APPROVED.

(c) As-Built Shop Drawings: Upon completion of the work under this contract, the Contractor shall furnish five complete sets of prints or one complete set of reproducibles of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The quality of the reproducibles and prints is subject to approval.

(d) As-Built Drawings: The Contractor shall maintain three separate sets of red-lined, full scale, as-built construction drawings marked up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work, and shall be available for review by Government personnel at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. In addition, the Contractor shall indicate on the As-Built Drawings, the brand-name, description, location, and quantity of any and all materials used which contain asbestos. The Contractor shall also be responsible for updating the CADD files to reflect the current as-built conditions throughout the duration of the project. The updated CADD design files shall be maintained in the Intergraph Microstation format consistent with the graphic standards established in the CADD contract drawings provided by the Government. The Contractor will be provided a copy of the Tri-Service CADD standards to facilitate his efforts in the maintenance of design files. The updated

CADD files shall be reviewed by the Government on a monthly basis during the progress payment evaluation. The Contractor shall be prepared to demonstrate the status of the updated CADD files in his on-site office. The as-built utility drawings shall show locations and elevations of all underground new utilities and existing utilities encountered, including dimensions from permanent structures and/or survey locations. The submittal requirements for as-built utility drawings shall be shown as separate activities on the Contractor-prepared network analysis. Upon completion of the work, the marked-up drawings and the updated CADD files shall be furnished to the Contracting Officer on CD. In multiphased construction where portions of a system are to be turned over to the user prior to completion of the project, the marked-up drawings for that portion shall be furnished to the Contracting Officer at that time. (MRD ltr 30 Oct 70 and KCD 8 Apr 91)

(e) CADD Files: The Government will provide to the Contractor, at the Notice to Proceed, copies of the CADD computer files of the design drawings included in the REQUEST FOR PROPOSAL. These files will be in Intergraph Microstation format. The Government provides no warranty, expressed or implied, of the CADD computer files. The Contractor shall assume all responsibility to verify the CADD drawing files. The Contractor will not utilize the CADD drawing computer files to resolve dimensional or other discrepancies. The Government will not guarantee the measurable accuracy of the CADD drawing computer files.

(f) Purchase Orders: Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project, shall be maintained on file at the Contractor's field office for inspection and review by Government representatives. Each purchase order shall (1) be clearly identified with applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased. (MRD Ltr 22 Oct 74)

#### 1.24 SPECIAL REFERENCES

(a) Shop Drawings. Bidder's attention is directed to SPECIAL CLAUSE titled "Shop Drawings." The basic requirements for Shop Drawings are set forth in the CONTRACT CLAUSES and SPECIAL CLAUSES.

(b) Approved Equal. Bidder's attention is directed to SPECIAL CLAUSE titled "Approved Equal."

(c) Payment to Subcontractors. Bidder's attention is directed to SPECIAL CLAUSE titled "Payments to Subcontractors."

#### 1.25 DIFFERENCES IN DRAWINGS

In addition to the provisions of CONTRACT CLAUSE paragraph "Specifications and Drawings for Construction," the structural drawings shall govern in cases where they differ from the architectural drawings.

#### 1.26 PLANTS AVAILABLE

Each bidder shall, upon request of the Contracting Officer, furnish a list of the plants available to the bidder and proposed for use on the work.

1.27 QUANTITY SURVEYS USING DRAWING FINISH LINES

Where the TECHNICAL PROVISIONS provide for using the finish lines on drawings as the final lines for quantity measurement purposes, the Contractor shall, in addition to the requirements set forth in SPECIAL CLAUSE paragraph titled "Quantity Surveys", make final surveys at least at all locations (stations) where the Contractor performed original surveys. (KCD 23 Jan 76)

1.28 DAMAGE TO WORK (1966 MAR OCE)

The responsibility for damage to any part of the permanent work shall be as set forth in the CONTRACT CLAUSE titled "Permits and Responsibilities." However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to CONTRACT CLAUSE titled, "Changes," of the contract, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

1.29 WORK ADJACENT TO ROADS AND HIGHWAYS

Where the construction work is on or adjacent to, or involves hauling over public or private roads, streets, or highways, all herein referred to as "roads," the said roads shall, except as otherwise specified or directed, be kept open for traffic at all times during the construction period. Further, the Contractor shall, during said construction, provide, erect and maintain warning signs, lanterns or torches or other safety devices and, when necessary, provide flagmen for protection of traffic to the satisfaction of the Contracting Officer and local authorities. The Contractor shall keep the right-of-way of the roads free of debris that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and repair any damage to the roads occasioned by his operations under this contract to the satisfaction of the Contracting Officer and local authorities having jurisdiction. The drainage from the roads shall not be obstructed by the construction work. The Contractor shall be responsible for obtaining and paying for all permits required for operation on all roads.

1.30 APPROVED EQUAL

The drawings and the TECHNICAL PROVISIONS of these specifications may, in some instances, refer to certain items of equipment, material, or article by trade name. References of this type shall not be construed as limiting competition, but shall be regarded as establishing a standard of quality. In this respect, the Contractor's attention is directed to CONTRACT CLAUSE titled "Material and Workmanship."



1.31 SCHEDULE OF WORK

The Contractor's attention is directed to CONTRACT CLAUSE titled "Schedule for Construction Contracts," wherein if, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer.

1.32 UPKEEP OF ROADWAY AREAS WITHIN A MILITARY INSTALLATION WHICH THE CONTRACTOR USES

In addition to the requirements in CONTRACT CLAUSE titled "Operations and Storage Areas," the Contractor shall comply with the following requirements: Where the construction work is on or adjacent to, or involves hauling over public roads, streets, or highways located on a military installation, all herein referred to as "roads," the said roads shall except as otherwise specified or directed, be kept open for traffic at all times during the construction period. The Contractor shall keep the roads including adjacent construction site free of debris including litter, waste construction material, mud etc., that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and construction site and repair any damage occasioned with his operations under this contract to the satisfaction of the Contracting Officer. The drainage from the roads shall not be obstructed by the construction work.

1.33 PROTECTION OF UTILITY LINES

(a) It shall be the Contractor's responsibility to protect all existing utility lines from damage during excavation for utilities systems. Any damage resulting to existing utility systems shall be repaired by the Contractor, to the satisfaction of the contracting officer, at no additional cost to the Government.

(b) All requests for access and/or locations must be made through the Contracting Officer's Representative (COR) or Resident Engineer. The Director of Public Works will work directly with the Resident Engineer to provide timely information to the Contractor.

(c) Not less than 3 or more than 10 workdays prior to the actual day of excavation on each site, the Contractor shall contact Kansas One-Call System, Inc., Toll Free 1-800-344-7233 and obtain a Kansas Dig-Safe Ticket Number. Immediately after obtaining a Kansas Dig-Safe Number the Contractor shall contact Fort Riley Dig-Safe Coordinator at Public Works, Telephone 1-785-239-8187, FAX 1-785-239-8188, and accomplish the items listed below. No exceptions to this policy will be tolerated. The Contractor will be held liable for all costs incurred by various underground utility owners for repairs to damaged underground utilities resulting from failure to comply with this procedure.

(1) Provide Kansas One-Call System Ticket Number.

(2) Provide company name, name and telephone number of point of contact.

(3) Provide a site drawing with measurements from nearest building showing depth and nature of work:

(4) Mark the area to be dug with white paint.

1.34 CLOSEOUT OF CONTRACTS (KCD JULY 1990)

The closing out of various features of the contract shall be done before or on the Government contract construction completion date. The Contractor's specific submittals and items required for closeout include, but are not limited to, Operation and Maintenance Manuals (O&M), training, spare parts, equipment list, guarantees, as-built shop drawings and contract drawings.

The Contractor shall review the contract documents and prepare a plan for closeout no later than 90 days after the notice to proceed date for approval by the Contracting Officer Representative (COR). The closeout plan shall also include the Specification Volume No., specification reference section and building name on each closeout item. A summary of the type of closeout information required for each of the items shall be prepared by the Contractor for the closeout plan. The closeout data base shall be updated as required by the Contracting Officer to ensure adequate tracking of the items noted.

1.35 MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS

The right is reserved, as the interest of the Government may require, to revise or amend the specifications or drawings or both prior to the date set for opening bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. If the revisions and amendments are of a nature which requires material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids. (KCD APR 84)

1.36 EXPEDITING NOTICE TO PROCEED

Notwithstanding the requirements of Block 12 on page 00010-1 of SECTION 00010 and SECTION 00100 paragraph titled "Late Submissions, Modifications, and Withdrawals of Bids," in order to expedite award of contract and issuance of NOTICE TO PROCEED, it is requested that an officer of the company or corporation determined to be the successful bidder shall appear in the office of the Commander, Kansas City District, Corps of Engineers, 757 Federal Building, 601 East 12th Street, Kansas City, Missouri, for signing contract documents. Therefore, upon written acceptance of this bid, mailed or otherwise furnished within 60 calendar days after the date of opening of bids, it is requested that the successful bidder shall within 48 hours after receipt of notification appear in the office of the Commander and execute Notice to Proceed documents, and give performance and payment bonds on Government Standard forms 25 and 25A with good and sufficient surety. It is also requested that the successful bidder furnish insurance certificates required in SPECIAL CLAUSE titled "Required Insurance Schedule" at this time.

1.37 UNEXPECTED HAZARDOUS SUBSTANCES

In the event that suspected hazardous substances are revealed during construction activities, all such construction activities in the immediate area shall be immediately suspended. Hazardous substances for purposes of this specification only, shall be defined as CERCLA hazardous substances, infectious or radioactive wastes, asbestos or oil. The Contractor shall leave the materials undisturbed and shall immediately report the find to

the Contracting Officer's Representative (COR) so that proper authorities can be notified. The Contractor shall not resume construction activities in the vicinity of the suspected hazardous substances until written clearance is received from the COR. Identification and removal of any such materials will be conducted in accordance with all Federal, state and local environmental laws and regulations according to the CONTRACT CLAUSE titled "Differing Site Conditions."

1.38 UNEXPECTED DISCOVERY OF ASBESTOS ON CONSTRUCTION (RENOVATION AND DEMOLITION)

The buildings and areas to be renovated or demolished have been surveyed for the presence of asbestos-containing materials. This survey is not a warranty that asbestos-containing materials are either not present or limited to the amounts found in the survey. Should suspected asbestos-containing material be encountered, the Contractor shall promptly, and before the conditions or the substance encountered is disturbed, give a written notice to the Contracting Officer of the suspected asbestos-containing material conditions encountered. As directed by the Contracting Officer, the Contractor shall remove and dispose of any and all asbestos-containing material as necessary to accomplish the required work which shall be performed in accordance with all pertinent local, state, and federal laws. An equitable adjustment will be made to the Contractor in accordance with the CONTRACT CLAUSE entitled "Changes", for the additional work directed by the Contracting Officer.

1.39 IONIZING RADIATION (Notification and Authorization)

a. When USACE controlled radioactive material is used or stored on an active Army or Air Force installation, the appropriate Department of the Army (DA) or Department of the Air Force (DAF) radioactive material authorization must be obtained.

b. Application for DA authorization is submitted through USACE channels to DASEN-SOI on DA Form 3337 (Application For Department Of The Army Radiation Authorization or Permit) executed in accordance with AR 385-11.

c. Application for DAF authorization is submitted to the installation Environmental Health Section (in accordance with AFR 161-16) with a copy furnished to DAEN-SOI.

d. Contractors contemplating the use of radioactive materials or radiation producing equipment on an active DA or DAF installation must obtain the appropriate permit or authorization. A 45 day lead time should be allowed for obtaining a permit (see EM 385-1-1, Sec 6).

(1) DA permit requests should be submitted to the installation commander as described in AR 385-11.

(2) DAF authorization requests should be submitted to the installation Environmental Health Section as described in AFR 161-16.

(3) The Department of the Navy does not have a formal permit or authorization requirement; however, the installation Safety Office should be informed of the intended use.

1.40 ASBESTOS-CONTAINING MATERIALS

Bidders are advised that friable and/or non-friable asbestos-containing materials have been identified in areas where contract work is to be performed. Bidder's attention is directed to DIVISION 2.

#### 1.41 LARGE VOLUME OF FORT RILEY CONSTRUCTION

Bidders are advised that a number of construction projects will be in progress at Fort Riley during the performance of this contract. Each individual Contractor shall be responsible for coordinating and scheduling the work such that the work shall be accomplished to minimize delays and interference.

#### 1.42 KANSAS SALES AND USE TAX

In accordance with FAR clause 52.229-3, notice is given that the contract price excludes the Kansas sales tax and compensating (use) tax on all sales of tangible personal property and materials purchased by the Contractor or subcontractors for the construction of projects, including repairing or remodeling facilities, for the United States. In accordance with Kan. Stats. Anno., sec. 79-3606(e), the Contracting Officer will obtain from the State and furnish to the Contractor an exemption certificate for this project for use by the Contractor and subcontractors in the purchase of materials for incorporation in the project and of services. The Contractor and the subcontractors shall furnish the number of such certificate to all suppliers from whom such purchases are made, and the suppliers shall execute invoices covering the same bearing the number of such certificate. Pursuant to a 1977 Amendment to K.S.A., 1976 Supp., 79-3606(e), effective 1 July 1977, the Contractor is required to retain all invoices for a period of five (5) years during which time these invoices are subject to audit by the Kansas Director of Taxation. Upon completion of the project, the Contractor shall complete the Project Completion Certification (Form STD 77, Rev. 6/77) in duplicate returning one copy to the Contracting Officer, and forwarding the other to the Kansas Director of Taxation. (KCD)

#### 1.43 OUTLINE SPECIFICATIONS

The information and performance criteria provided in the Outline Specification shall be included with, and form a part of, a fully edited specification for the work. In the case of an item of work, not included in the Outline Specification, but required by the Scope of the Work, the Contractor shall provide appropriate specifications either from the Corps of Engineers Guide Specifications or from Industrial Standards.

#### 1.44 UNEXPLODED ORDNANCES

The Contractor shall anticipate the possibility of finding several types of expended and dud ammunition on the construction site. The Contracting Officer and the Range personnel will brief the Contractor, (and the Contractor's employees) on the types of ammunition that may be encountered. The Contractor shall establish and follow appropriate procedures to ensure the safety of all personnel on the worksite. If the Contractor encounters suspect ammunition, all work in that area shall be halted, the location of the suspect ammunition marked, and the Contracting Officer notified. The Contractor shall continue work in other areas until Fort Riley Ordnance Disposal Personnel "identify" and (if necessary) "dispose-of" the suspect

ammunition.

#### 1.45 WEB SITE FOR FIRING RANGES

The following web site link to CEHNC-1110-1-23, for standard Modified Record Fire Ranges (MRFR), is provided for the Contractor information:

" <http://www.hnd.usace.army.mil/rtlp/index.htm> "

#### 1.46 FORT RILEY ACCESS CONTROL

Fort Riley is implementing physical security measures in the form of access control. These measures will apply to all contractors and their employees.

Fort Riley will require each vehicle to have either a temporary or permanent identification marker attached. It shall be the Contractor's responsibility to monitor and control all company and employee identification markers and comply with Fort Riley's requirements for issuing and returning these markers.

At a minimum, the following requirements will have to be met for access to job sites within the installation:

##### (a) Contractor:

- (1) Current Lists of all employees
- (2) Current Lists of all subcontractors and employees
- (3) Company identification visibly marked on all vehicles
- (4) Current state vehicle registrations
- (5) Proof of liability insurance
- (6) Valid state drivers license
- (7) Picture identification

##### (b) Each Employee:

- (1) Contractor-provided picture identification
- (2) Written verification of employment
- (3) If the employee drives a personally owned vehicle to the job site:
  - (a) Valid state driver's license
  - (b) Current state vehicle registration
  - (c) Proof of liability insurance

Picture identification cards shall be visibly worn at all times while on the installation.

The Contractor shall be responsible for complying with all security conditions as determined by Fort Riley and shall be responsible for any additional requirements that may be implemented.

##### 1.46.1 Checkpoints

The Contractor shall access the jobsite only thru designated checkpoints and shall allow extra time for security clearing. The designated checkpoint for material delivery shall be the 12th Street Control Point, unless otherwise directed by the Contracting Officer. The Contractor's employees may access the jobsite thru any designated checkpoint.

1.47 TIMBER DISPOSAL

1.47.1 Fuel Wood Timber

All felled timber greater than 75 mm in diameter shall be considered as salvageable timber, except cedar, pine, cottonwood and shall be trimmed of limbs and tops, and stockpiled. Disposal of tops and limbs less than 75 mm shall be at the Habitat Brush Site (Campbell Hill Road). The contractor shall stockpile at Second and K Streets in Camp Funston. Disposal of the stockpiled timber will be by the Government.

1.47.2 Materials Other Than Fuel Wood Timber

Except for fuel wood all timber, logs, stumps, roots, brush, small branches and all cedar, pine, cottonwood shall be disposed in the habitat area identified on the cover sheet map as at the Habitat Brush Site. Other refuse from the clearing and grubbing operations and rotten wood or diseased trees identified by and marked by the installation DES shall be disposed of in the construction debris land fill (Campbell Hill Road), except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed.

1.48 FORT RILEY CONSTRUCTION DEMOLITION DEBRIS (C/D) LANDFILL OPERATIONS

The Fort Riley Construction Demolition Debris Landfill will accept construction debris, generated from the work on this project, in accordance with Kansas Department of Health and Environment (KDHE) Regulations. The C/D LANDFILL will have an attendant "on-duty" and will be open during normal hours of operations, Monday thru Friday. For additional information regarding the Disposition of Materials refer to PART B - GENERAL DESIGN REQUIREMENTS, Chapter 3.

1.49 REQUEST FOR INFORMATION (RFI)

The Contractor shall submit the original Request For Information (RFI) to the appropriate Designer, for action, and shall furnish a copy of the RFI to the Contracting Officer, for information only. The Contractor shall also forward a copy of the Designer's response to the Contracting Officer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

\* \* \* \* \*

-- End of Section --

SECTION 01130  
DELIVERIES OR PERFORMANCE  
FOR  
DESIGN-BUILD CONTRACT PROCEDURES

1. Design Schedule and General Contract Procedures. After the award of the Contract the Contractor shall execute the work in accordance with the following design deliveries and design schedule. Construction is not to commence until the Government has reviewed and approved the applicable design documents for the construction. The Government reviews the Contractor's design documents for compliance with the Contract and acceptability to the customer. The Contractor is totally and solely responsible for the design, coordination, compatibility, completeness, and compliance with the contract requirements. Prior to start of construction, there will be a meeting to discuss the Contractor's Quality Control Plan. See Section 01451 - Contractor Quality Control for details. After notice to proceed with the Contract, a pre-design conference will be held at the Corps of Engineers, Fort Riley Area Engineer Office, Building 322 Marshall Drive, Fort Riley, Kansas to acquaint the Contractor with the general plan of contract administration and requirements under which the design is to proceed.

a. The design of the Modified Record Fire Range, Combat Pistol Range, and 25-Meter Zero Range shall follow the standard design manual for Remoted Target System (RETS) Ranges CEHNC-1110-1-23. The Contractor is responsible for acquiring this design manual from the following Army based Web Site:  
<http://www.hnd.usace.army.mil/rttp/index.htm>

b. After the Contractor completes the engineering and topographic survey on which to base the design referenced in the General Design Requirements Chapter 4, Survey Requirements, the Contractor shall verify the range fans with the Fort Riley Range Safety Officer to locate all buildings, firing positions, and target emplacements on each firing range site plan. If the Contractor's site plans results in violation of the range safety fans, then the ranges shall be shifted at no additional cost to the Government so the range safety fans are in full compliance with the range guide and the design supports the standard range remoted target system. The Contractor has no latitude to move the location of the firing positions or ranges without the approval of the Contracting Officer.

c. All design submittals including the 50%, 100%, and 100% Back-Check shall include design of the Modified Record Fire Range, Combat Pistol Range, and 25-Meter Zero Range as follows:

(1) The 50 percent design submittal shall be complete with building designs, site surveys, site design including utilities, site grading, drainage slopes, maintenance trails, firing positions, range layouts, signage, target emplacements, roadways, parking, etc. The 50% shall be completed within 60 calendar days after the Notice to Proceed and include a design analysis with calculations, drawings, and specifications referenced in ER 1110-345-700, Design Analysis, Drawings, and Specifications. The Contractor shall acquire a copy of the ER from the following Army based Web Site:  
<http://www.usace.army.mil/inet/usace-docs/eng-regs/er1110-345-700/toc.htm>.

(2) The 100 percent design submittal shall incorporate all review comments from the 50 percent design review and complete the design within 30 calendar days after the Contractor receives the letter of approval of the 50 percent design from the Fort Riley Area Engineer.

(3) The 100 percent back check design submittal shall be complete within 15 calendar days after the Contractor receives the letter of approval of the 100 percent design from the Fort Riley Area Engineer.

d. Additional back check reviews may be required until the Government is assured that all review comments have been incorporated. The Government review does not constitute approval or acceptance of any variations from the RFP or from the Contractor's proposal unless such variations have been specifically pointed out by the Contractor in writing and authorized by the Government. The responsibility for a total design in accordance with the Contract shall remain with the Contractor and any

interim notice to proceed with construction by the Contracting Officer after the approval of the 50% design submittal will in no way mitigate that responsibility.

e. The Government review period for the 50 percent and 100 percent submittals shall be 15 calendar days each. The Government review period for the back check submittal shall be 10 calendar days. The time stated for completion of design for review is incorporated into the overall completion time for the project stated in Section 00800.

f. Each design submittal shall be appropriately stamped, i.e., "For Review Only". Each sheet of the drawings shall be stamped. The back check design submittal after the Government review of the 100% completed design shall be stamped "For Back check Review Only – 100%", accordingly; each sheet of the drawings shall be stamped.

## 2. Submission of Construction Drawings, Specifications and Design Analyses

a. For the final project drawings, the Contractor shall incorporate Government format title blocks on his own sheets.

b. Design documents shall include construction drawings, specifications and design analyses for categories such as, but not limited to, architectural, structural, mechanical, electrical, grading, drainage, paving, and outside utility services in accordance with ER 1110-345-700. Specifications shall be in sufficient detail to fully describe and demonstrate the quality of materials, the installation and performance of equipment, and the quality of workmanship. Detailing and installation of all equipment and materials shall comply with the manufacturers' recommendations. The design analysis shall be for each discipline of work and shall include all features with the necessary design calculations, tables, methods and sources used in determining equipment and material sizes and capacities, and shall provide sufficient information to support the design.

c. All review meetings will be held at the U.S. Army Corps of Engineers Area Engineer Office, 322 Marshall Drive, Fort Riley, Kansas.

d. The Contractor shall certify that all items submitted in the design documents comply with the RFP. The criteria specified in the RFP are binding contract criteria and in case of any conflict after award between the RFP criteria and Contractor's submittals, the RFP criteria will govern unless there is a written and a signed agreement between the Contracting Officer and the Contractor waiving a specific requirement. This certification shall be included on each sheet of working drawings.

e. The Contractor shall verify all field conditions which are significant to design including field inspections, topographic surveys, utility information, researching and obtaining all necessary as-built drawings and reproducing them for his own use as necessary, and discussing status with knowledgeable personnel. The information shall be reflected in the design documents.

f. Topographic surveys and any additional geo-technical subsurface and soils testing information, asbestos abatement surveys, permits, etc required by the Contractor for design after award of the contract shall be procured and paid for by the Contractor.

## 3. Material Required for 50 Percent Design Submittal

a. Material submitted for the 50 Percent Design Submittal shall comply with ER 1110-345-700 including all range building designs for the Modified Record Fire Range, Combat Pistol Range, and 25-Meter Zero Range, vicinity maps and site layouts for each firing range showing both the building designs and site designs and range layouts, building demolition, and utility drawings required for 100 percent submittal, but developed to approximately 50 percent completion.

b. All draft specifications for the building and site work, including index and trade sections.



c. Color boards of interior and exterior finish material are not required.

d. Design calculations developed to the extent as required to support the design of that portion of site grading, site drainage, pavement design, utility connections, structural, electrical, and mechanical systems included in this submittal.

#### 4. Material Required for 100 Percent Design Submittal

a. General Requirements (see ER 1110-345-700).

b. All drawings, including building design and site design, specifications, and design analysis calculations.

a. Preparation of grading plans and erosion control plans are critical for the range target emplacement locations, firing positions, and maintenance trails.

b. Specifications. Specifications for the building and site work, upgraded to 100 percent completion. Contractor shall provide final proposal of all materials and finishes.

c. Design Analysis. All design and calculations shall be performed by a licensed professional engineer and/or registered architect, and shall be stamped as such. The design analysis shall be a separate bound assembly, in one or more volumes, of all the functional and engineering criteria, design information and calculations applicable to the project design as noted in ER 1110-345-700. The analysis shall be organized in a format appropriate for review, approval and record purposes. The design calculations shall be presented in a clear and legible form, with all methods and references identified and all assumptions and conclusions explained. Calculations submitted shall include all of those required to support design of the RFP. The design analysis shall cover each discipline of work and shall include all features. The design analysis shall include complete site and pre-engineered metal building design calculations for framing, structural elements (including structural anchorage system, wind load analysis, reinforcing steel, concrete mixes, etc.), electrical and mechanical systems and roadway pavement and shoulder design. Design calculations shall include computations for sizing equipment, air duct design, energy analysis and U-factors for ceilings, roofs, exterior walls and floors. Electrical design calculations shall include lighting and load calculations, cathodic protection, lightning protection, secondary power and data distribution systems. Design calculations that are developed for standardized or repetitive features of the building shall be extended, as may be appropriate, to account for nonstandard siting features such as building orientation, and drainage characteristics.

d. Equipment Schedule. Based on the results of calculations, provide a complete list of the materials and equipment proposed for heating and cooling with the manufacturer's published catalogued product installation specifications and roughing-in data. The heating and cooling equipment data shall include the manufacturer's wiring diagrams, installation specifications, ARI certification, and the standard warranty for the equipment, propane tanks, and septic tanks. In addition, provide the manufacturer's published catalogued capacities for supply diffusers as evidence that the arrangement of supply air outlets in each room will provide the throw and spread characteristics required to completely cover all exterior wall surfaces with a blanket of warm and cool air at the proper design velocities.

e. Specific Design Requirements.

(1) Site Utilities: Information on existing lines shall be provided where existing utilities are involved with new construction. Additional detail drawings shall be provided where required. Specifications shall be provided for valves, pipes, etc. Materials and construction of all mains and appurtenances shall be indicated.

(2) General site grading, maintenance trails, firing positions, target emplacements, and drainage of each range site shall be indicated by contour lines with an interval of not more than .25-meter.

(3) Site grading plans and designs of entrance roads and parking including road profiles, pavement section profiles, ditches, drainage structures, etc.

(4) Site demolition plans of existing buildings to be demolished, utilities, and other site appurtenances.

(5) The foundation plan shall be coordinated with the pre-engineered metal building manufacturer.

5. Design Review Distribution

a. The Contractor shall transmit the 50 percent, 100 percent, and 100 percent back check submittals to the Government agencies and in the quantities indicated below. All documents shall contain an index of contents. The Contractor shall enclose a letter of transmittal with the contract number of each submittal package indicating the type of submittal (e.g., 50 percent design, 100 percent design, 100 percent back check, etc.), the project name and number and the date written comments are due at the Office of the Contracting Officer. Provide copies to the following distribution:

- Six (6) copies of all transmittals shall be sent to the U.S Army Corps of Engineers, Kansas City District, ATTN: CENWK-PM-MM (Robert Smith), 601 E. 12<sup>th</sup> Street, 700 Federal Building, Kansas City, Missouri 64106-2896
- Three (3) copies to the U.S. Army Corps of Engineers, Fort Riley Area Engineer Office, ATTN: FMRI (Mike Istas), Building 322 Marshall Drive, Fort Riley, Kansas 66442-6016
- Six (6) copies to Fort Riley Public Works, ATTN: AFZN-PW-R (Mike Goreham), Building 330 Dickman Avenue, Fort Riley, Kansas 66442-6016
- One (1) copy to Commander, USAESCH, ATTN: CEHNC-IS-SP (Mae Parker), 4820 University Square, Huntsville, AL 35816-1822
- One (1) copy to USAISEC-FDEO, ATTN: AMSEL-IE-DE-IN-CO (Tina Reed), 1435 Porter Street, Suite 208, Fort Detrick, Maryland 21702-5047

All submittals shall be transmitted by overnight express mail. One (1) copy of each submittal includes the following: one copy of the half-size set of drawings, one set of specifications, and one design analysis.

b. If for any reason the Government requires more time than stated for review of submittals, the Contractor will be granted an extension of time equal to the number of calendar days of delay.

c. Design Review Meetings at 50% and 100% design. Design review meetings shall be held at Fort Riley Area Engineer Office not later than 15 days after receipt of submittal after each non-back check submittal.

d. The Contractor and his representatives involved in the design shall attend. Government personnel will present review comments for discussion and resolution. Copies of comments, annotated with comment action agreed on, will be made available to all parties by the Contractor within 14 calendar days from the conference date. Unresolved problems will be resolved by immediate follow-up action at the end of meetings. In addition to the annotated review comments, the Contractor shall submit copies of a memorandum of the design review meetings, summarizing major decision points and issues, which require resolution and the action office. Valid comments will be incorporated. On receipt of final corrected designs, subsequent to completion of the back check reviews, the Kansas City District will provide formal Government approval necessary to initiate construction. The Government, however, reserves the right to disapprove design document submittals if comments are of too great a significance. In this case, every effort shall be made during follow-up action between the Contractor and the Kansas City District to resolve conflicts and problems such that documents can be fully approved. However, if the final submittal is incomplete or deficient, requiring correction by the Contractor and re-submittal for review

beyond; the first back check review, the cost of handling and re-reviewing will be deducted from payment due the Contractor at the rate of \$500 per submittal.

e. The Contractor shall submit complete design documents in the same quantity to the same office described in paragraph 5. For each back check (one or more) until the Government is satisfied that all review comments have been addressed and resolved. Following government approval of the last back check submittal, the Contractor shall submit 2 copies of the electronic CADD .dgn files within seven (7) calendar days, including three (3) complete sets of full size copies and six (6) half scale copies of the drawings and nine (9) copies of the specifications and one reproducible set of complete half size drawings to Fort Riley Area Engineer Office, three (3) complete sets of half size drawings and specifications to the Fort Riley Public Works, and five (5) complete sets of half size drawings and specifications to the Kansas City District Office. The contractor shall retain the mylar + originals until completion of as-built drawings.

f. Government review does not constitute approval or acceptance of any variations from the RFP or from the proposal, unless such variations have been specifically requested in writing by the proposers and approved in writing by the Contracting Officer.

6. Approvals Prior to Construction. Review and acceptance of the final plans and specifications must be obtained from the Contracting Officer before start of construction. However, the Army may accept a design submission for site development, and if found satisfactory, allow the contractor to proceed with earthwork and other elements of site development while final plans and specifications for total work being completed. The responsibility for a totally integrated design in accordance with the contract will remain with the contractor and this interim NOTICE TO PROCEED will in no way mitigate against that responsibility.

7. Submittal Registers. On receipt of approval to start construction, the Contractor shall submit copies of ENG Form 4288, Submittal Register, in accordance with Section 01330: Submittal Procedures, paragraph: Submittal Register.

8. As-Built Drawings: See Section 01100. Provide final as-built drawings in CADD using MicroStation format. Design criteria and referenced drawings furnished by the Government are intended to serve as minimum standard in the preparation of acceptable working drawings and specifications. Applicable details of these drawings shall be incorporated into the working drawings and specifications without reference to their source. Incorporation by reference only is not acceptable. Plan sheet size preferred is "D" size (24 by 36 inches)(full size). Sheet size "E" (28 by 40 inches) is acceptable. Construction drawings shall be provided in both original hard copy and on a CD-ROM compact disk and produced in a Bentley MicroStation 95 CADD format.

a. Cover Sheet. A cover sheet for the drawings shall be provided by the contractor and the cover sheet shall include, as a minimum, the project number and title, project location, installation map, contract number, and execution year.

b. Format. Drawings shall be produced in a Bentley MicroStation 95 CADD format and compatible without conversion with the CADD system hardware and software in use at Fort Riley PW.

c. CADD files must display as plotted and vice versa (WYSIWYG). Formatting and layering in CADD drawing design files shall be in accordance with the Tri-Service Architectural/Engineering/Construction Computer-Aided Design and Drafting (CADD) standards. Half-scale drawings shall be exact half-scale reproductions of the full-scale drawings.

d. CADD Design Files. Design files shall be fully compatible with Bentley MicroStation 95 version or earlier version. Plotted files shall provide final deliverable CADD files that display all design file features correctly when plotted on the current Public Works plotters. Currently Public Works plotters are HP 650c plotters. CADD reference files shall be merged when used to create drawings and cover sheets.

9. Conflicting Documents. In cases of conflicts between the RFP, contractor's proposal and contractor's design, the following will be the order of precedence: the RFP; contractor's proposal contractor's specifications; contractor's plans. Other conflicts that arise shall be referred to the Contracting Officer for determination.

10. Schedules After Award of Contract. The Contractor shall provide a detailed schedule, which shall include a phasing plan, utility disruptions, demolition/asbestos abatement plan, erosion control plan, UXO procedures and subsurface dedudding, and any other activities that would affect existing construction, on or off the project site.

11. Construction Requirements. After the Contractor has completed the applicable project design documents the Government will issue to the Contractor a notice to proceed with construction. Prior to commencement of construction a Pre-construction Conference will be held to acquaint the Contractor with the general plan of contract administration and requirements under which the construction operation is to proceed. This conference will also inform the Contractor of the obligations concerning equal opportunity and Federal wage rates reporting system.

12. Contract Closeout. Completion, acceptance, and contract settlement are accomplished when final punch list items (see Contract Clause Inspection of Construction) have been completed and approved, as-built drawings are complete, and warranty provisions and dates are established.

**SECTION 01310****CONTRACTOR PREPARED NETWORK ANALYSIS SYSTEM (NAS)****PART 1 GENERAL****1.1 SCOPE**

This section covers requirements for Contractor Prepared Network Analysis System, complete.

**1.2 GENERAL**

The progress chart to be prepared by the Contractor pursuant to the CONTRACT CLAUSE titled "Schedule For Construction Contracts" shall consist of a network analysis system (NAS) as described below. The scheduling of construction is the responsibility of the Contractor and contractor management personnel shall actively participate in development of the network logic diagram so that intended sequences and procedures are clearly understood. The Contractor shall provide the NAS in either Arrow Diagram Method (ADM) or Precedence (PDM) format. The network diagram required for each submission of the NAS shall depict the order and interdependence of activities and the method by which the work is to be accomplished.

**1.3 SUBMITTALS**

SD-01 Data

**1.3.1 Network Diagram; GA-RE**

The diagram shall show a continuous activity flow from left to right. The diagrams shall be 36x48, minimum size unless explicitly modified by the Contracting Officer. The diagrams shall be legible, shall have activities 'grouped' or 'banded' by Project area, building or feature, and shall contain the following information:

- a. Activity number
- b. Activity description
- c. Duration in workdays
- e. Total float in workdays
- f. Logic ties
- h. Clearly marked critical path (s)
- i. 'Banded' or 'grouping' identification on each sheet
- j. Composed and/or milestone dates
- k. Scale of sufficiently large scale to render a legible diagram

Dates shall be shown on the diagram for start of the project, any milestones required by the contract, and contract completion. The critical path shall be clearly identified. Submittal, review, procurement, fabrication, delivery, installation, start-up, and testing of special or long lead-time materials and equipment shall be included in the NAS diagram. Government and other agency activities shall be shown. These include but are not limited to: notice to proceed, approvals, inspections, and utility tie in for phasing requirements.

**1.3.2 Reports: GA-RE****PART 2 PRODUCTS****2.1 NETWORK ANALYSIS SYSTEM****2.1.1 Preliminary Network Diagram**

The Contractor shall submit within 10 calendar days of the NOTICE-TO-PROCEED a preliminary NAS schedule covering the first 90 days of operation. The preliminary schedule shall be used for payment not to exceed 60 days after notice to proceed.

#### 2.1.2 Initial Detailed NAS

The initial NAS shall be submitted within 40 calendar days after notice to proceed. It shall provide (1) a reasonable sequence of activities which represent work through the entire project and (2) a reasonable level of activity detail. Duration ranges for work activities shall generally be between three and twenty-two workdays. The schedule interval shall extend from notice to proceed through the contract duration specified in SPECIAL CLAUSE titled "Commencement, Prosecution, and Completion of Work" to contract completion date. Completion of the last activity in the schedule shall be constrained by the contract completion date such that if the projected finish of the last activity falls after the contract completion, then the float calculation shall reflect negative float. Interim milestone dates specified shall be so constrained also. Progress payments will be withheld until the Contractor submits an approvable schedule. Since it is understood that the contractor's logic and duration may change between the issuance of the Preliminary NAS and the Initial Detailed NAS, the Contracting Officer shall require a complete and comprehensive accounting of all modifications made to the Preliminary NAS to produce the Initial, Detailed NAS.

##### 2.1.2.1 Format of the Initial Detailed NAS

###### 2.1.2.1.1 Activity Identifier

The field known as the activity number or activity ID shall consist of numeric or alpha/numeric entries. Each major building, area or feature of the work shall have blocks of numbers set aside to identify each such feature. These numbers shall generally be ascending with procurement having the lower number sets, with ascending sets of numeric identifiers being applied to activities in the schedule by area, feature or building. Skip numbering shall be used in minimum increments off tens. The smallest set of numeric activity identifiers shall be used, with no spaces, left zero fills or other symbols to be used. The purpose of this requirement is to provide for simple, ascending activity numbers which will facilitate the computerized review and on-going use of the NAS database. The use of CSI codes, special account codes, identifiers or other matrices which the contractor may wish to use, or which are otherwise required herein, shall be input using data code fields other than the activity number/activity ID field.

###### 2.1.2.1.2 Building, Area or Feature Codes

At least one alpha/numeric field in the scheduling software shall be used to provide a simple and clear identification of the building, area or feature which is represented by the activity.

###### 2.1.2.1.3 Artificial Schedule Constraints

The NAS shall contain no set dates other than those shown in the Contract. The contractor shall review with the Contracting Officer's Representative each proposed set date which the contractor which the contractor proposes to include in the NAS and shall receive explicit approval for each closed date used in the NAS. The use of artificial float constraints such as 'Zero Free Float' or 'Zero Total Float' options are generally prohibited. The use of such features may be considered if fully justified by the contractor and explicitly approved by the Contracting Officer's Representative prior to its use in the NAS.

###### 2.1.2.1.4 Other Software Options

If the contractor utilizes a scheduling software system which provides updating options such as 'Retained Logic' and 'Progress Override' the contractor shall use the 'Retained Logic' option for all updates to the NAS.

If the contractor desires to modify the approved NAS logic to correct out of-sequence work, the contractor shall make a request in writing to the Contracting Officer defining the desired modification(s). No unilateral modifications shall be made by the contractor to the approved NAS.

#### 2.1.2.1.5 Resources

The contractor shall include in the NAS all major trades and equipment items required to construct the Project. The trades and major equipment items shall be identified by a unique code and the quantity of the resources shall be input into the scheduling software's 'resource' fields. Each Work activity shall have the planned resources identified as described above by specific trade type and/or equipment type. The resource file library and code listing shall be submitted by the contractor with the Initial, Detailed NAS, along with resource usage curves for each, individual resource code, shown by early and late usage as produced by the scheduling software database.

#### 2.1.2.1.6 Negative Lags

Negative lags shall not be used in the contractor's NAS. If the contractor using PDM scheduling chooses to show-overlapping duration between related activities, start-to-start and finish-to-finish relationships shall be used, with appropriate and justifiable lags. If ADM is used by the contractor, dummies shall have duration of zero.

#### 2.1.2.1.7 Dangles

The only 'dangling' activities in the network shall be the beginning activity such as 'notice of award' or 'notice to proceed' and the ending activity such as 'contract complete'. A start and/or end 'dangle' is defined as an activity whose start is restrained only by the start date of the project or subproject, and/or whose finish is restrained only by the end date of the overall project or subproject.

#### 2.1.2.1.8 Anticipated Weather

The contractor's 'holiday' or 'non-work day' file in the scheduling database shall have the anticipated lost weather days as listed herein input as non work days for each month of the calendar. This anticipated weather impact calendar should only be applied to activities which are subject to weather related delays.

### 2.1.3 Report Formats

The Contractor shall submit a reproducible and two copies of the network diagram at the initial and quarterly updates and three copies of the specified reports at the initial and every monthly update throughout the life of the project. The format of the reports shall contain: Activity Number(s), Activity description, Original Duration, Remaining Duration, Early Start date, Late Start date, Early Finish date, Late Finish date, and Total Float. The three report formats are listed below.

#### 2.1.3.1 Logic Report

This report shall list all activities sorted according to activity number. Activities shall be printed in ascending order of activity number. Any standard report which lists all activities including restraints in this manner is acceptable. This report shall include the detail information related stated above and shall include and display the preceding and succeeding activities.

#### 2.1.3.2 Criticality Report

This report shall list all activities sorted in ascending order of total float. Activities which have equal values of total float shall be listed in ascending order of Early Starts.

#### 2.1.3.3 Cost of Earned Value Report

Cost and/or Earned Value reports shall contain Estimated Earned Value, Percent Complete (based on cost), and Earnings to Date. This report shall compile Contractor's total earned value on the project from the Notice to Proceed until the most recent monthly progress meeting based on agreed progress between the Contractor and the Contracting Officer. Provided that the Contractor has submitted a complete schedule update, this report shall serve as the basis for determining Contractor payment. When the Bidding Schedule includes bid item(s), activities shall

be grouped by bid item and then sorted by activity number(s). This report shall subtotal all activities in a bid item and provide a bid item percent complete and then total all bid items to provide a total project percent complete.

#### 2.1.3.4 Summary Network Diagram

A summary Bar Chart Network shall be submitted monthly. The summary bar chart shall be limited to 150 activities.

### 2.2 MONTHLY MEETINGS

A monthly meeting shall be conducted on site attended by the Contractor's project manager and appropriate Contracting Officer's representatives. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the NAS required to reflect the current status of the project. The Contracting Officer's representative shall approve activity progress, proposed revisions and adjustments, and the use of any optional calculations. The following shall be addressed:

#### 2.2.1 Actual Start and Finish Dates

The actual start and actual finish dates for all activities in progress or completed as appropriate.

#### 2.2.2 Estimated Remaining Duration

The estimated remaining duration for each activity in progress. Progress calculations must be based on remaining duration for each activity and be in an approved calculation mode. The Estimated Remaining Duration shall not be tie-to the Earned Value.

#### 2.2.3 Earned Value

The earned value for each activity started but not completed. Payment shall be based on cost of completed activities plus cost to date of in progress activities.

#### 2.2.4 Logic Changes

All logic changes pertaining to change orders, on which a Notice to Proceed has been issued, Contractor proposed changes in activity sequence or duration, and corrections to schedule logic to avoid out of sequence progress. All logic changes shall be submitted for approval prior to their insertion into the approved NAS.

### 2.3 UPDATE OF NAS

Following the monthly progress meeting, a complete update of the NAS based on the approved progress, revisions, and adjustments agreed upon at the meeting shall be computed and submitted not later than 5 working days after the meeting. This update shall be subject to approval of the accurate entry of information agreed upon at the meeting. Actual starts and finishes, remaining duration, or percent complete shall not be automatically updated by default dates contained in many CPM scheduling software systems, except that early start for an activity which could start prior to the update. Activities which have posted progress without predecessor activities being completed shall be allowed only on a case by case approval of the Contracting Officer's representative who may require logic changes to correct all such out of sequence progress. No unilateral modifications shall be made to the approved NAS without the explicit approval of the Contracting Officer.

### 2.4 NARRATIVE REPORT

A narrative report shall be provided with each update of the NAS. This report shall include (1) a description of activities and progress along the four most critical paths, (2) a description of a current and anticipated problem areas or delaying factors and their impact, and (3) an explanation of the corrective actions taken. Only modifications that have been authorized and approved by the Contracting Officer shall be included in the schedule sub-mission. The narrative report shall specifically reference, on an activity by activity basis all changes made



since the previous period and relate each change to documented, approved schedule changes. This report, along with the progress update above, shall provide the basis for the Contractor's progress payment request, and the Contractor shall be entitled to progress payments determined from the currently approved NAS update. If the Contractor fails or refuses to furnish the information and NAS data which, in the sole judgment of the Contracting officer, is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided a progress payment estimate and progress payment will not be made.

## 2.5 TIME IMPACT "FRAGNET" ANALYSIS

Within twenty calendar days from the notice to proceed of a change, or from the start of the impact of a mutually recognized changed condition, whichever event occurs first, the contractor shall submit a detailed Time Impact 'fragnet' analysis to the Contracting Officer. The Time Impact 'fragnet' will clearly demonstrate all activities associated with the changed condition, including estimated durations, costs, resources and proposed tie-in points of the 'fragnet' into the approved NAS. Should the contractor fail to submit the 'fragnet' analysis within the expired time period as specified above, it shall be mutually agreed between the contractor and the Contracting officer that the changed condition has no time impact. The foregoing shall not be construed to limit the Contracting Officer's authority to issue unilateral modifications to the Contract as provided for herein.

## 2.6 EXTENSION OF CONTRACT COMPLETION DATE

In the event the Contractor requests an extension of the contract completion date for any other contractual reason, he shall furnish such justification as the Contracting Officer may deem necessary for a determination of the Contractor's right to an extension of time under the provisions of the contract. In such event, the schedule revisions must clearly display that the Contractor has used in full all available float time for the work involved with the request. Actual delays that are found to be caused by the Contractor's own actions or lack of action, and which result in the extension of the projected contract completion date, shall not be cause for extension of the contract completion date. The Contracting Officer may find cause to extend the contract completion date under the contract in the absence of a request by the Contractor when, in the Contracting Officer's judgment, it is equitable.

## 2.7 EXTENSIONS OF TIME

Total Float is defined as the difference in time between the early start date and the late start date, or the difference between the early finish date and the late finish date. Total Float available in the schedule at any time shall not be considered as for exclusive use by either the Contractor or the Government. Extensions of time for performance of work required under CONTRACT CLAUSES titled, "Changes", "Differing Site Conditions", "Default (Fixed Price Construction)" or "Suspension of Work" will be granted only to the extent that equitable time adjustments for affected activities exceed the total float along their paths.

## 2.8 DATA DISC

A data disc shall be provided as required by paragraph: Scheduling System Data Exchange Format. The automated scheduling system utilized by the Contractor shall be capable of providing all requirements of this specification. As many data disk(s) as required in paragraph: Scheduling System Data Exchange Format shall be provided with the Preliminary Schedule, Initial schedule, Monthly Updates, and all NAS revisions or requests for revision.

## 2.9 SCHEDULING SYSTEM DATA EXCHANGE FORMAT

### 2.9.1 Application of This Provision

The data exchange format provides a platform for exchanging scheduling and planning data between various software systems. The Data Exchange Format shall allow project management systems to share information with other programs e.g. Resident Management System (RMS). Scheduling information shall be transferred from the contractor's project management system to the Government as described in this section.

## 2.9.2 Electronic Data Exchange File Required for All Schedule Submissions

### 2.9.2.1 Schedule Data

The Contractor shall provide schedule data in the Data Exchange Format for each Preliminary, Initial, Monthly NAS Updates, and requests for time extensions or change proposals. The Contractor's failure to provide schedule data in the exact format described herein shall result in disapproval of the entire schedule submission.

### 2.9.2.2 Transfer of Schedule Data

The entire set of schedule data shall be transferred at every exchange of scheduling data. Thus, for updates to existing projects, the data exchange file shall contain all activities that have not started or are already complete as well as those activities in progress.

### 2.9.3 Data Transfer Responsibility

The Contractor shall be responsible for Electronic Data Exchange File data that may have been lost or destroyed during transit between the Contractor and the Contracting Officer. If Electronic Data Exchange File data is damaged during transit, then the Contractor shall provide the Contracting Officer with new Electronic Data Exchange File within two (2) working days of notification by the Contracting Officer.

### 2.9.4 Data Consistency Responsibility

The Contractor shall be responsible for the consistency between the Electronic Data Exchange File and printed reports which accompany schedule submissions. If Electronic Data Exchange File and printed reports which accompany schedule submission differs, in any way, from the printed schedule reports or standard activity coding, then the Contracting Officer shall disapprove the entire schedule submission.

The Contractor shall provide the Contracting Officer with a completely revised, and consistent, schedule submission within 24 hours of notification of inconsistency by the Contracting Officer.

### 2.9.5 Creating the Electronic Data Exchange File

The Contractor shall have the option of creating the electronic data exchange file by one of the three following methods.

#### 2.9.5.1 Commercially Available Software

The Contractor shall be required to secure software that meets this requirement. Many commercially available scheduling systems support the standard data exchange format. Under this option the Contractor shall produce his own data translation software. This software shall take the information provided by the Contractor's scheduling system and reformat the data into the Data Exchange Format.

#### 2.9.5.2 Interface Program

Under this option the Contractor shall produce his own data translation software. This software shall take the information provided by the Contractor's scheduling system and reformat the data into the Data Exchange Format.

#### 2.9.5.3 Manual Methods

Under this option the Contractor shall manually reformat his scheduling system report files or create all necessary data by manually entering all data into the Data Exchange Format.

### 2.9.6 File Transfer Medium

All required data shall be submitted on 3 1/2" diskettes), formatted to hold 1.44 MB of data, under the MS-DOS version 5.0 (or higher) operating system. Higher data densities and other operating systems may be approved by the Contracting Officer if compatible with the Government's computing capability.

### 2.9.7 File Type and Format

The data file shall consist of a 132 character, fixed format, 'ASCII' file. Text shall be left justified and numbers shall be right justified in each field. Data records must conform, exactly, to the sequence column position, maximum length, mandatory values, and field definitions described below to comply with this standard data exchange format. Unless specifically stated, all numbers shall be whole numbers. All data columns shall be separated by a single blank column.

### 2.9.8 Electronic Data Exchange File Name

The Contractor shall insure that each file has a name related to either the schedule data date, project name, or contract number. No two Electronic Data Exchange Files shall have the same name through out the life of this contract. The Contractor shall submit his file naming convention to the Contracting Officer for approval. In the event that the Contractor's naming convention is disapproved, the Contracting Officer shall direct the contract to provide files under a unique file naming convention.

### 2.9.9 Disc Label

The Contractor shall affix a permanent exterior label to each diskette submitted. The label shall contain the type of schedule (Preliminary Initial, Update, or Change), full project number, project name, project location, data date, name and telephone number of the Contractor's scheduler, and the MS-DOS version used to format the diskette.

### 2.9.10 Standard Activity Coding Dictionary

The Contractor shall submit, with the initial schedule submission, a consistent coding scheme that shall be used throughout the project for the Activity Codes shown in paragraph: Activity Records of this section. The coding scheme submitted shall demonstrate that each code shall only represent one type of information through the duration of the contract. Incomplete coding of activities or an incomplete coding scheme shall be sufficient for disapproval of the schedule.

## 2.10 DATA EXCHANGE FILE FORMAT ORGANIZATION

The Data Exchange File Format shall consist of the following records provided in the exact sequence shown below:

Paragraph Record	
Reference Description	Remarks
Volume Record	First Record on Every Data Disk
Project ID Record	Second Record
Calendar Record(s)	Minimum of One Record Required
Holiday Record(s)	Optional Record
Activity Record(s)	Mandatory Record
Precedence Records	Mandatory for Precedence Method
Unit Cost Record(s)	Optional for Unit Cost Projection.
Progress Record(s)	Mandatory for Updates
File End Record	Last Record of Data File

## 2.10.1 Record Descriptions

## 2.10.1.1 Volume Record

The Volume Record shall be used to control the transfer of data that may not fit on a single disk. The first record in every disk used to store the data exchange file shall contain the Volume Record. The Volume Record shall sequentially identify the number of the data transfer disk(s). The Volume Record shall have the following format:

Description	Column Position	Max Len.	Required. Value	Type	Just
RECORD IDENTIFIER	1- 4	4	VOLM		Fixed
DISK NUMBER	6- 7	2		Number	Right

a. The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "VOLM".

b. The DISK NUMBER field shall identify the number of the data disk used to store the data exchange information. If all data may be contained on a single disk, this field shall contain the value of "1". If more disks are required, then the second designated with a "3", and so on. Identification of the last data disk shall not be accomplished with the Volume Record. Identification of the last data disk is accomplished in the PROJECT END RECORD (see paragraph: File End Record).

## 2.10.1.2 Project ID Record

The Project ID Record is the second record of the file and shall contain project information in the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just
RECORD IDENTIFIER	1- 4	4	PROJ		Fixed
DATA DATE	6- 12	7	-	ddmmmyy	See(2)
PROJECT IDENTIFIER	14- 17	4	-	Alpha	Left
PROJECT NAME	19- 66	48	-	Alpha	Left
CONTRACTOR NAME	68-103	36	-	Alpha	Left
ARROW OR PRECEDENCE	105	1	A,P	Fixed	
CONTRACT NUMBER	107-112	6	-	Alpha	Left
PROJECT START	114-120	7	-	ddmmmyy	Filled
PROJECT END	122-128	7		ddmmmyy	Filled

a. The RECORD IDENTIFIER is the first four characters of this record. The required value for this field shall be "PROJ". This record shall contain the general project information and indicates which scheduling method shall be used.

b. The DATA DATE is the date of the schedule calculation. The abbreviation "ddmmmyy" refers to a date format that shall translate a date into two numbers for the day, three letters for the month, and two numbers for the year. For example, March 1, 1999 shall be translated into OIMAR99. This same convention for date formats shall be used throughout the entire data format. To insure that dates are translated consistently, the following abbreviations shall be used for the three character month code:

Abbreviation	Month
JAN	January
FEB	February
MAR	March
APR	April
MAY	May
JUN	June
JUL	July
AUG	August
SEP	September
OCT	October
NOV	November
DEC	December

c. The PROJECT IDENTIFIER is the maximum of four-character abbreviation for the schedule. These four characters shall be used to uniquely identify the project and specific update as agreed upon by the Contractor and Contracting Officer. When utilizing scheduling software these four characters shall be used to select the project. Software manufacturers' shall verify that data importing programs do not automatically overwrite other schedules with the same PROJECT IDENTIFIER.

d. The PROJECT NAME field shall contain the name and location of the project edited to fit the space provided. The data appearing here shall appear on scheduling software reports. The abbreviation "Alpha" used throughout paragraph six, RECORD DESCRIPTIONS, refers to an Alphanumeric" field value.

e. The CONTRACTOR NAME field shall contain the Construction Contractor's name edited to fit the space provided.

f. The ARROW OR PRECEDENCE field shall indicate which method shall be used for calculation of the schedule. The value "A" shall signify the Arrow Diagramming Technique. The value "P" shall signify the Precedence Diagramming Technique. The ACTIVITY IDENTIFICATION field of the Activity Record shall be interpreted differently depending on the value of this field (see paragraph 2.10.1.6 b). The Precedence Record shall be required if the value of this field is "P" (see paragraph 2.10.1.6).

g. THE CONTRACT NUMBER field shall directly identify the contract for the project. For example, a complete Government construction contract number, "DACA41-98-C-0001" shall be entered into this field as "980001".

h. The PROJECT START shall contain the date that the project will start or has started. On Government construction projects, this date is the date that the construction contractor acknowledges the Notice to Proceed.

i. The PROJECT END shall contain the data that the contract must complete on or prior to. On Government construction projects, this date is the PROJECT START plus the contract period, typically expressed in a specific number of calendar days.

### 2.10.1.3 Calendar Record

The Calendar Record(s) shall follow the Project Identifier Record in every data file. A minimum of one Calendar Record shall be required for all data exchange activity files. The format for the Calendar Record shall be as follows:

Description	Column Position	Max Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1-4	4	CLDR	Fixed	
CALENDAR CODE	6-6	1	-	Alpha.	Filled
WORKDAYS	8-14	7		SMTWTFS	See (3)
CALENDAR DESCRIPTION	16-45	30		Alpha.	Left

a. The RECORD IDENTIFIER shall always begin with "CLDR" to identify it as a Calendar Record. Each Calendar Record used shall have this identification in the first four columns.

b. The CALENDAR CODE shall be used in the activity records to signify that this calendar is associated with the activity.

c. The WORKDAYS field shall contain the work week pattern selected with "Y" for Yes, and "N" for No. The first character shall be Sunday and the last character Saturday. An example of a typical five-(5) day workweek would be NYYYYYN. A seven-(7) day workweek would be YYYYYYY.

d. The CALENDAR DESCRIPTION shall be used to briefly explain the calendar used. optional Holiday Record(s) shall follow the Calendar record(s). The Holiday Record shall be used to designate specific non-work days for a specific Calendar. More than one Holiday Record may be used for a particular calendar. If used, the following format shall be followed:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	HOLI	Fixed	
CALENDAR CODE	6- 6	1	-	Alpha.	Filled
HOLIDAY DATE	8- 14	7	-	ddmmyy	Filled
HOLIDAY DATE	16- 22	7	-	ddmmyy	Filled
HOLIDAY DATE	24- 30	7	-	ddmmyy	Filled
HOLIDAY DATE	32- 38	7	-	ddmmyy	Filled
HOLIDAY DATE	40- 46	7	-	ddmmyy	Filled
HOLIDAY DATE	48- 54	7	-	ddmmyy	Filled
HOLIDAY DATE	56- 62	7	-	ddmmyy	Filled
HOLIDAY DATE	64- 70	7	-	ddmmyy	Filled
HOLIDAY DATE	72- 78	7	-	ddmmyy	Filled
HOLIDAY DATE	80- 86	7	-	ddmmyy	Filled
HOLIDAY DATE	88- 94	7	-	ddmmyy	Filled
HOLIDAY DATE	96- 102	7	-	ddmmyy	Filled
HOLIDAY DATE	104- 110	7	-	ddmmyy	Filled
HOLIDAY DATE	112- 118	7	-	ddmmyy	Filled
HOLIDAY DATE	120- 126	7	-	ddmmyy	Filled

a. The RECORD IDENTIFIER shall always begin with "HOLI" and shall signify an Optional Holiday Calendar is to be used.

b. The CALENDAR CODE indicates which work week calendar the holidays shall be applied to. More than one HOLI record may be used for a given CALENDAR CODE.

c. The HOLIDAY DATE is to be used for each date to be designated as a non-work day.

### 2.10.1.5 Activity Records

Activity Records shall follow any Holiday Record(s). If there are no Holiday Record(s), then the Activity Records shall follow the Calendar Record(s). There shall be one Activity Record for every activity in the network. Each activity shall have one record in the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	ACTV	Fixed	
ACTIVITY IDENTIFICATION	6- 15	10			See(2)
ACTIVITY DESCRIPTION	17- 46	30		Alpha.	Left
ACTIVITY DURATION	48- 50	3		Integer	Right
CONSTRAINT DATE	52- 58	7		ddmmmyy	Filled
CONSTRAINT TYPE	60- 61	2			See (7)
CALENDAR CODE	63- 63	1		Alpha.	Filled
HAMMOCK CODE	65- 65	1	Y.blank	Fixed	
WORKERS PER DAY	67- 69	3		Integer	Right
RESPONSIBILITY CODE	71- 74	4		Alpha.	Left
WORK AREA CODE	76- 79	4		Alpha.	Left
MOD OR CLAIM NUMBER	81- 86	6		Alpha.	Left
BID ITEM	88- 93	6		Alpha.	Left
PHASE OF WORK	95- 96	2		Alpha.	Left
CATEGORY OF WORK	98- 98	1		Alpha.	Filled
FEATURE OF WORK	100-129	30		Alpha.	Left

a. The RECORD IDENTIFIER for each activity description record must begin with the four-character "ACTV" code. This field shall be used for both the Arrow Diagram Method (ADM) and Precedence Diagram Method (PDM) (see paragraph: Activity Records).

b. The ACTIVITY IDENTIFICATION consists of coding that differs, depending on whether the ADM or PDM method was selected in the Project Record (see paragraph: Project ID Record). If the ADM method was selected, then the field shall be interpreted as two right justified fields of five (5) integers each. If the PDM method was selected, the field shall be interpreted as one (1) right-justified field of ten (10) integers or alpha/numeric characters. The maximum activity number allowed under this arrangement is 99999 for ADM and 9999999999 for the PDM method.

c. The ACTIVITY DESCRIPTION shall be a maximum of 30 characters. Descriptions must be limited to the space provided.

d. The ACTIVITY DURATION contains the estimated duration for the activity on the schedule. The duration shall be based upon the workweek designated by the activity's related calendar.

e. The CONSTRAINT DATE field shall be used to identify a date that the scheduling system may use to modify float calculations. If there is a date in this field, then there must be a valid entry in the CONSTRAINT TYPE field. The CONSTRAINT DATE shall be the same as, or later than, the PROJECT START DATE. The CONSTRAINT DATE shall be the same as, or earlier than, the PROJECT END DATE.

f. The CONSTRAINT TYPE field shall be used to identify the way that the scheduling system shall use the CONSTRAINT DATE to modify schedule float calculations. If there is a value in this field, then there must be a valid entry in the CONSTRAINT DATE TYPE. Other types may be available from specific software manufacturers.

Code	Definition
------	------------

ES	The CONSTRAINT DATE shall replace an activity's early start date, if the early start date is prior to the CONSTRAINT DATE.
----	--

LF	The CONSTRAINT DATE shall replace an activity's late finish date, if the late finish date is after the CONSTRAINT DATE.
----	---

g. The CALENDAR CODE, as previously explained, relates this activity to an appropriate workweek calendar. The ACTIVITY DURATION must be based on the valid workweek referenced by this CALENDAR CODE field.

h. The HAMMOCK CODE indicates that a particular activity does not have its own independent duration, but takes its start dates from the start date of the preceding activity (or node) and takes its finish dates from the finish dates of its succeeding activity (or node). If the value of the HAMMOCK ACTIVITY field is "Y", then the activity is a HAMMOCK ACTIVITY.

i. The WORKERS PER DAY. This field may contain the average number of workers expected to work on the activity each day the activity is in progress. The total duration times the average number of workers per day shall equal the contractor's estimate of the total man days of work required to perform the activity.

j. The RESPONSIBILITY CODE shall identify the Subcontractor or major trade involved with completing the work for the activity.

k. The WORK AREA CODE shall identify the location of the activity within the project.

l. The MOD OR CLAIM NUMBER CODE. This code shall be use to uniquely identify activities that are changed on a construction contract modification, or activities that justify any claimed time extensions.

m. The BID ITEM field shall designate the bid item number associated with the activity. The values of all the various activities shall sum to the amount stated in the Contract Bid Item Schedule.

n. The PHASE OF CONSTRUCTION shall designate phase to which an activity is connected. This field shall used for submittals, procurement, fabrication, site work or building or areas within a building, etc..

o. The CATEGORY OF WORK shall be from the following list:

CODE	DESCRIPTION
A	Architectural
C	Civil
E	Electrical
F	Fire Extinguish
H	Hazardous/Toxic
M	Mechanical
P	Plumbing
R	Roofing
S	Structural
T	Safety
X	Administrative

p. The FEATURE OF WORK shall match those in the Resident Management system that is to be used on this project. See the attached RMS data Sheets listing some examples of the features of work.



### 2.10.1.6 Precedence Record

The Precedence Record(s) shall follow the Activity Records if a Precedence Type Schedule (PDM) is identified in the ARROW OR PRECEDENCE field of the Project Record (see paragraph: Project ID Record). The Precedence Record has the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	PRED	Fixed	
ACTIVITY IDENTIFICATION	6- 15	10	-	Integer	See (2)
PRECEDING ACTIVITY	17- 26	10	-	Integer	
PREDECESSOR TYPE	28- 28	1	S,F,C		Filled
LAG DURATION	30- 33	4	-	Integer	Right

- a. The RECORD IDENTIFIER shall begin with the four characters "PRED" in the first four columns of the record.
- b. The ACTIVITY IDENTIFICATION identifies the activity whose predecessor shall be specified in this record. Refer to the Activity Record for further explanation on this field (see paragraph 2.10.1.5 b.).
- c. The PREDECESSOR ACTIVITY number is the number of an activity that precedes the activity noted in the ACTIVITY IDENTIFICATION field.
- d. The PREDECESSOR TYPE field indicates the type of relationship that exists between the chosen pair of activities. The PREDECESSOR TYPE field must, as minimum, contain one of the codes listed below. Other types of activity relations may be supported from specific software vendors.

#### Code Definition

S	Start-to-Start relationship
F	Finish-to-Finish relationship
C	Finish-to-Start relationship

- e. The LAG DURATION field contains the number of day's delay between the preceding and current activity.

### 2.10.1.7 Unit Cost Record

The Unit Cost Record shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Unit Cost Record shall follow any Activity Records. The fields for this record shall take the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1-4	4	UNIT	Fixed	
ACTIVITY IDENTIFICATION	6-15	10	-	Integer	See (2)
TOTAL QTY	17-29	13	-	8.4	Right
COST PER UNIT	31-43	13	-	8.4	Right
QTY TO DATE	45-57	13	-	8.4	Right
UNIT OF MEASURE	59-61	3	-	Alpha.	Left

- a. The RECORD IDENTIFIER shall be identified with the four characters "UNIT" placed in the first four columns of the record.

- b. The ACTIVITY IDENTIFICATION for each activity shall match the format described in the activity record (see paragraph 2.10.1.5 b.).
- c. The TOTAL QTY is the total amount of this type of material to be used in this activity. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed, this field shall still contain a ".0000" in columns 25, 26, 27, 28 and 29.
- d. The COST PER UNIT is the cost, in dollars and cents, for each unit to be used in this activity. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed, this field shall still contain an ".0000" in columns 38, 39, 41, 42 and 43.
- e. The QTY TO DATE is the quantity of material installed in this activity up to the data date. This number consists of eight digits, one decimal point, and four more digits. An example of a number in this format is "11111111.1111". If decimal places are not needed, this field shall still contain a ".0000" in columns 53, 54, 55, 56, and 57.
- f. The UNIT OF MEASURE is an abbreviation that may be used to describe the units being measured for this activity.

#### 2.10.1.8 Progress Record

Progress Record(s) shall follow all Unit Cost Record(s). If there are no Unit Cost Record(s), then the Progress Record(s) shall follow all Precedence Records. If the schedule utilizes the Arrow Diagram Method, then the Progress Record shall follow any Activity Records. One Record shall exist for each activity in-progress or completed. The fields for this Record shall take the following format:

Description	Column Position	Max. Len.	Required. Value	Type	Just.
RECORD IDENTIFIER	1- 4	4	PROG		Fixed
ACTIVITY IDENTIFICATION	6- 15	10	-	Integer	See (2)
ACTUAL START DATE	17- 23	7	-	ddmmyy	Full
ACTUAL FINISH DATE	25- 31	7	-	ddmmyy	Full
REMAINING DURATION	33- 35	3	-	Integer	Right
ACTIVITY COST	37- 48	12	-	9.2	Right
COST TO DATE	50- 61	12	-	9.2	Right
STORED MATERIAL	63- 74	12	-	9.2	Right
EARLY START DATE	75- 82	7	-	ddmmyy	
EARLY FINISH DATE	84- 90	7	-	ddmmyy	
LATE START DATE	92- 98	7	-	ddmmyy	
LATE FINISH DATE	100-106	7	-	ddmmyy	
FLOAT SIGN	108-108	1	+,-	Fixed	
TOTAL FLOAT	110-112	3	-	Integer	Right

- a. The RECORD IDENTIFIER shall begin with the four characters "PROG" in the first four columns of the record.
- b. The ACTIVITY IDENTIFICATION for each activity for which progress has been posted, shall match the format described in the Activity Record (see paragraph 2.10.5(b)).
- c. The ACTUAL START DATE is required for all in-progress activities. The ACTUAL START DATE shall be the same as, or later than, the PROJECT START DATE contained in the Project Record (see paragraph

2.10.2(h)). The ACTUAL START DATE shall also be the same as, or prior to, the DATA DATE contained in the Project Record.

d. An ACTUAL FINISH DATE is required for all completed activities. If the REMAINING DURATION of an activity is zero, then there must be an ACTUAL FINISH DATE. The ACTUAL FINISH DATE must be the same as, or later than the PROJECT START date contained in the Project Record .(see paragraph 2.10.2(h)). The ACTUAL FINISH DATE must also be the same as, or prior to the DATA DATE contained in the Project Record.

e. REMAINING DURATION is required for all in-progress activities. Activities completed, based on time, shall have a zero (0) REMAINING DURATION

f. Cost Progress is contained in the field COST TO DATE. If there is an ACTUAL START DATE, then there must also be some value for COST TO DATE. The COST TO DATE shall not be tied to REMAINING DURATION. For example, if the REMAINING DURATION is "0", the COST TO DATE may only be 95% of the ACTIVITY COST. This difference may be used to reflect 5% retainage for punch list items.

#### 2.10.1.9 File End Record

The File End Record shall be used to identify that the data file is completed. This record shall be the last record of the entire data file. The File End Record shall have the following format:

Description	Column Position	Max. Len.	Required. value	Type	Just.
RECORD IDENTIFIER	I- 3	3		END	Fixed

a. The RECORD IDENTIFIER for the File End Record shall be "End". No data contained in the data exchange file that occurs after this record is found shall be used.

### PART 3 EXECUTION

#### 3.1 TRANSFER OF SCHEDULE DATA INTO RESIDENT MANAGEMENT SYSTEM

The Contractor shall also be responsible for the downloading and uploading of the schedule data into the Resident Management System (RMS) that will be used on the subject Contract prior to the RMS databases being transfer to the Government as part of the monthly and final payment requests.

-- End of Section --

## SECTION 01330

## SUBMITTAL PROCEDURES – DESIGN-BUILD

## PART 1 GENERAL

## 1.1 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

## 1.1.1 Designer of Record Approved

Designer of Record approval is required for extensions of design, critical materials, any deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer's Representative. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction", they are considered to be "shop drawings." The Contractor shall provide the Government the number of copies designated hereinafter of all Designer of Record approved submittals. The Government may review any or all Designer of Record approved submittals for conformance to the Solicitation and Accepted Proposal. The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal, as described below.

## 1.1.2 Government Approved Construction Submittals

Administrative Contracting Officer approval is required for any deviations from the Solicitation or Accepted Proposal and other items as designated by the Contracting Officer's Representative. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

## 1.1.3 Government Reviewed Extension of Design

Governmental review is required for extension of design construction submittals, used to define contract conformity, and for deviation from the completed design. Review will be only for conformance with contract requirements. Included are only those construction submittals for which the Designer of Record design documents do not include enough detail to ascertain contract compliance. Government review is not required for extensions of design such as structural steel or reinforcement shop drawings.

## 1.1.4 Information Only

All submittals not requiring Designer of Record or Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

## 1.2 GOVERNMENT REVIEW OR "APPROVED" SUBMITTALS

The Contracting Officer's Representative conformance review or approval of submittals shall not be construed as a complete check, but will indicate only that the design, general method of construction, materials, detailing and other information appear to meet the Solicitation and Accepted Proposal. Government review or approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Design and CQC requirements of this contract is responsible for design, dimensions, all design extensions, such as the design of adequate connections and details, etc., and the satisfactory construction of all work. After submittals have been reviewed for conformance or approved, as applicable, by the Contracting Officer's Representative, no resubmittal for the purpose

of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

### 1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer's Representative, obtain the Designer of Record's approval, when applicable, and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. Any "information only" submittal found to contain errors or unapproved deviations from the Solicitation or Accepted Proposal shall be resubmitted as one requiring "approval" action, requiring both Designer of Record and Government approval. If the Contractor considers any correction indicated by the Government on the submittals to constitute a change to the contract, it shall promptly provide a notice in accordance with the Contract Clause "Changes" to the Contracting Officer's Representative. **CAUTION:** The Contractor is cautioned that for each Contractor's resubmittal required beyond the initial submittal and one resubmittal for corrections required by the Contracting Officer, the Contracting Officer will assess Administrative Deduction in the amount of \$500.00 from the progress payments due the Contractor.

### 1.4 WITHHOLDING OF PAYMENT

No payment for materials incorporated in the work will be made if all required Designer of Record or required Government approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

### 1.5 DEFINITIONS OF SUBMITTALS

#### SD-01 Data

Submittals which provide calculations, descriptions, or documentation regarding the work.

#### SD-04 Drawings

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

#### SD-06 Instructions

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions. Operation and maintenance manuals are considered deliverables under the contract and not submittals; however, when necessary to review information to be included in the final manuals such information should be called for under this submittal description.

#### SD-07 Schedules

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

#### SD-08 Statements

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

**SD-09 Reports**

Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

**SD-13 Certificates**

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

**SD-14 Samples**

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

**SD-18 Records**

Documentation to record compliance with technical or administrative requirements.

**SD-19 Operation and Maintenance Manuals**

Data which forms a part of an operation and maintenance manual..

**PART 2 PRODUCTS (Not Applicable)****PART 3 EXECUTION****3.1 GENERAL**

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System manager and each item shall be stamped, signed, and dated by the CQC System manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

**3.1.1 Design Submittals**

Not used.

**3.2 SUBMITTAL REGISTER (ENG FORM 4288)**

The Contractor's Designer(s) of Record shall develop a complete list of submittals during design. The

Designer of Record shall identify required submittals in the specifications. Use the list to prepare ENG Form 4288 Submittal Register or a computerized equivalent. The list may not be all inclusive and additional submittals may be required by other parts of the contract. The Contractor is required to complete ENG Form 4288 (including columns "a" through "r") and submit to the contracting Officer for approval within thirty (30) calendar days after Notice to Proceed. The approved submittal register will serve as a scheduling document for submittals and will be used to control submittal actions throughout the life of the contract. The submit dates and need dates used in the submittal register shall be coordinated with dates in the Contractor prepared progress schedule. Updates to the submittal register showing the Contractor action codes and actual dates with Government action codes and actual dates shall be submitted monthly or until all submittals have been satisfactorily completed. When the progress schedule is revised, the submittal register shall also be revised and both submitted for approval.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of thirty (30) calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

### 3.4 TRANSMITTAL FORM (ENG Form 4025)

The transmittal form (ENG Form 4025) shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. This form will be furnished to the Contractor. ENG Form 4025 shall identify each item submitted by completing Section I. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

### 3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

#### 3.5.1 Procedures

The Contractor shall submit for approval five (5) copies of all submittals. The mailing address for these submittals shall be obtained at the preconstruction conference. Items not to be submitted in quintuplicate, such as samples and test cylinders, shall be submitted accompanied by five (5) copies of ENG Form 4025.

#### 3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. As stated above, the Contractor's Designer of Record approval is required for any proposed deviations. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

### 3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

### 3.7 GOVERNMENT CONFORMANCE REVIEW AND APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four (4) copies of the submittal will be retained by the Contracting Officer and one (1) copy of the submittal will be returned to the Contractor. If the Government performs a conformance review of other Designer of Record approved submittals, the submittals will be so identified and returned, as described above.

### 3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

### 3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<b>CONTRACTOR</b> (Firm Name)
_____ Approved _____ Approved with corrections as noted on the submittal data and/or attached sheets.
SIGNATURE: _____
TITLE: <u>(DESIGNER OF RECORD)</u> _____
DATE: _____

(End of Section)

<b>CONTRACTOR</b> (Firm Name)
_____ Approved _____ Approved with corrections as noted on submittal data and/or attached sheet(s).
SIGNATURE: _____
TITLE: _____
DATE: _____
01330-5





## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- |   |   |
|---|---|
| A -- Approved as submitted.   | E -- Disapproved (See attached).  |
| B -- Approved, except as noted on drawings.   | F -- Receipt acknowledged.  |
| C -- Approved, except as noted on drawings.<br>Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply<br>as noted with contract requirements. |
| D -- Will be returned by separate correspondence.   | G -- Other ( <i>Specify</i> )   |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

<b>ROUTING OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE FOR APPROVAL</b> <i>(Used to route ENG Form 4025 with items attached. Not to become a part of the Contractor's record.)</i>									
1	TO:				FROM:				DATE
	The attached items listed on ENG Form 4025 are forwarded for approval action.								
	CONTRACT NUMBER				CONTRACTOR				
	TRANSMITTAL NUMBER				PROJECT TITLE AND LOCATION				
	COMMENTS <i>(Attach additional sheet, if necessary.)</i>								
	NO. OF ENCL.	TYPED NAME AND TITLE				SIGNATURE			
2	TO:				FROM:				DATE
	COMMENTS <i>(Attach additional sheet, if necessary.)</i>								
	NO. OF ENCL.	TYPED NAME AND TITLE				SIGNATURE			
3	TO:				FROM:				DATE
	COMMENTS <i>(Attach additional sheet, if necessary.)</i>								
	NO. OF ENCL.	TYPED NAME AND TITLE				SIGNATURE			
4	TO:				FROM:				DATE
	The following action codes are given to items listed on ENG Form 4025.								
	<b>ACTIONS CODES</b>  A - APPROVED AS SUBMITTED. B - APPROVED, EXCEPT AS NOTED ON DRAWINGS. RESUBMISSION NOT REQUIRED. C - APPROVED, EXCEPT AS NOTED ON DRAWINGS.					D - WILL BE RETURNED BY SEPARATE CORRESPONDENCE. E - DISAPPROVED <i>(SEE ATTACHED)</i> F - RECEIPT ACKNOWLEDGED G - OTHER <i>(specify)</i>			
	ACTION CODES TO BE INSERTED IN COLUMN G, SECTION I, ENG FORM 4025 <i>(Attach sheets, when required.)</i>								
	ITEM NO. <i>(Taken from ENG Form 4025)</i>								
	CODE GIVEN								
	REMARKS								
NO. OF ENCL.	TYPED NAME AND TITLE				SIGNATURE				

SECTION 01410

ENVIRONMENT PROTECTION

02/97

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

The Contractor shall perform the work minimizing environmental pollution and damage as the result of construction operations. Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, storm water runoff and erosion control, as well as other pollutants. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract.

1.1.1 Subcontractors

The Contractor shall ensure compliance with this section by subcontractors.

1.1.2 Environmental Protection Plan

The Contractor shall submit an environmental protection plan within 15 days after receipt of the notice to proceed. Approval of the Contractor's plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures. The environmental protection plan shall include, but shall not be limited to, the following:

- a. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
- b. Methods for protection of features to be preserved within authorized work areas like trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archaeological, and cultural resources.
- c. Procedures to be implemented to provide the required environmental protection, to comply with the applicable laws and regulations, and to correct pollution due to accident, natural causes, or failure to follow the procedures of the environmental protection plan.
- d. Location of the solid waste disposal area.
- e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage

areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.

- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Traffic control plan including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather, and the amount of mud transported onto paved public roads by vehicles or runoff.
- h. Methods of protecting surface and ground water during construction activities.
- i. Plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas.
- j. Drawing of borrow area location. Protection measures required at the work site shall apply to the borrow areas including final restoration for subsequent beneficial use of the land.
- k. A recycling and waste prevention plan with a list of measures to reduce consumption of energy and natural resources; for example: the possibility to shred fallen trees and use them as mulch shall be considered as an alternative to burning or burial.
- m. Training for Contractor's personnel during the construction period.

#### 1.1.3 Permits

The Contractor shall comply with all requirements under the terms and conditions of any permit obtained by the Corps of Engineers.

#### 1.1.4 Preconstruction Survey

Prior to starting any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey after which the Contractor shall prepare a brief report indicating on a layout plan the condition of trees, shrubs and grassed areas immediately adjacent to work sites and adjacent to the assigned storage area and access routes as applicable. This report will be signed by both the Contracting Officer and the Contractor upon mutual agreement as to its accuracy and completeness.

#### 1.1.5 Meetings

The Contractor shall meet with representatives of the Contracting Officer to alter the environmental protection plan as needed for compliance with the environmental pollution control program.

#### 1.1.6 Notification

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part

of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

#### 1.1.7 Litigation

If work is suspended, delayed, or interrupted due to a court order of competent jurisdiction, the Contracting Officer will determine whether the order is due in any part to the acts or omissions of the Contractor, or subcontractors at any tier, not required by the terms of the contract. If it is determined that the order is not due to Contractor's failing, such suspension, delay, or interruption shall be considered as ordered by the Contracting Officer in the administration of the contract under the contract clause SUSPENSION OF WORK.

#### 1.1.8 Previously Used Equipment

The Contractor shall thoroughly clean all construction equipment previously used at other sites before it is brought into the work areas, ensuring that soil residuals are removed and that egg deposits from plant pests are not present; the Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

#### 1.1.9 Payment

No separate payment will be made for work covered under this section; all costs associated with this section shall be included in the contract unit and/or lump sum prices in the Bidding Schedule.

### 1.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify the land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without permission. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, earth or other material displaced into uncleared areas shall be removed.

#### 1.2.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

#### 1.2.2 Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated. Side slopes and back slopes shall be protected as soon as practicable upon

completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in cases where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be totally cleared. Clearing of such areas shall progress in reasonably sized increments as needed to use the developed areas as approved by the Contracting Officer.

#### 1.2.3 Disturbed Areas

The Contractor shall effectively prevent erosion and control sedimentation through approved methods including, but not limited to, the following:

- a. Retardation and control of runoff. Runoff from the construction site or from storms shall be controlled, retarded, and diverted to protected drainage courses by means of diversion ditches, benches, berms, and by any measures required by area wide plans under the Clean Water Act.
- b. Erosion and sedimentation control devices. The Contractor shall construct or install temporary and permanent erosion and sedimentation control features. Berms, dikes, drains, sedimentation basins, grassing, and mulching shall be maintained until permanent drainage and erosion control facilities are completed and operative.
- c. Sediment basins. Not Used

#### 1.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby waters. Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the drawings and to prevent erosion of soil or sediment from entering nearby waters. Spoil areas shall be developed in accordance with the grading plan. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

### 1.3 WATER RESOURCES

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation when such application may cause contamination of the fresh water reserve. Monitoring of water areas affected by construction shall be the Contractor's responsibility. All water areas affected by construction activities shall be monitored by the Contractor.

#### 1.3.1 Washing and Curing Water

Waste waters directly derived from construction activities shall not be allowed to enter water areas. Waste waters shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates to separate pollutants from the water. Analysis shall be performed and results reviewed and approved before water in retention ponds is discharged.

### 1.3.2 Fish and Wildlife

The Contractor shall minimize interference with, disturbance to, and damage of fish and wildlife. Species that require specific attention along with measures for their protection shall be listed by the Contractor prior to beginning of construction operations.

## 1.4 AIR RESOURCES

Equipment operation and activities or processes performed by the Contractor in accomplishing the specified construction shall be in accordance with the State's KDHE rules and all Federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency shall be maintained. Monitoring of air quality shall be the Contractor's responsibility. All air areas affected by the construction activities shall be monitored by the Contractor. Monitoring results will be periodically reviewed by the Government to ensure compliance.

### 1.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs.

### 1.4.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

### 1.4.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

## 1.5 WASTE DISPOSAL

Disposal of wastes shall be as specified in Section 01100 GENERAL and as specified below.

### 1.5.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular schedule. Handling and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid



waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal.

#### 1.5.2 Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 6 inches of the top. Wastes shall be disposed of in accordance with Federal and local laws and regulations.

#### 1.5.3 Hazardous Wastes

The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing and shall collect waste in suitable containers observing compatibility. The Contractor shall transport hazardous waste off Government property and dispose of it in compliance with Federal and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility.

#### 1.5.4 Burning

Burning will be NOT be allowed.

### 1.6 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

### 1.7 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction.

### 1.8 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work areas.

### 1.9 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

-- End of Section --

SECTION 01415

METRIC MEASUREMENTS

09/01

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 380	(1993) Practice for Use of the International System of Units (SI)
ASTM E 621	(1994; R 1999e1) Practice for Use of Metric (SI) Units in Building Design and Construction

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS

Measurements shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. When only SI or I-P measurements are specified for a product, the product shall be procured in the specified units (SI or I-P) unless otherwise authorized by the Contracting Officer. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed correlation to an I-P value. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric

designation.

#### 1.3.2 Soft Metric

- a. A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.
- b. A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8 inches)).

#### 1.3.3 Neutral

A neutral measurement is indicated by an identifier which has no expressed relation to either an SI or an I-P value (e.g., American Wire Gage (AWG) which indicates thickness but in itself is neither SI nor I-P).

#### 1.4 COORDINATION

Discrepancies, such as mismatches or product unavailability, arising from use of both metric and non-metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be brought to the attention of the Contracting Officer for resolution.

#### 1.5 RELATIONSHIP TO SUBMITTALS

Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM E 380 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

-- End of Section --

SECTION 01451

CONTRACTOR QUALITY CONTROL  
07/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 20 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of

work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

### 3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features

under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

## 3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

## 3.4 QUALITY CONTROL ORGANIZATION

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and shall have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the CQC Manager.

### 3.4.1 CQC Organizational Staffing

The Contractor shall provide a CQC staff that shall be at the worksite at all times during progress, with complete authority to take any action necessary to ensure compliance with the Contract.

### 3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the

Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

#### 3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: electrical, mechanical, civil, structural, materials technician, . These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals shall have no other duties other than quality control.

#### Experience Matrix

	Area	Qualifications
a.	Mechanical	Graduate Mechanical Engineer with 2 yrs experience or person with 5 yrs related experience
b.	Electrical	Graduate Electrical Engineer with 2 yrs related experience or person with 5 yrs related experience

#### 3.4.4 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". If the Contractor needs this training, training will be provided by Government personnel after award of a Contract.

#### 3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

#### 3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.



### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

#### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

#### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

## 3.7 TESTS

### 3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing

laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### 3.7.2 Testing Laboratories

#### 3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

#### 3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$3500 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

#### 3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

#### 3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail:

USACE Research and Development Center  
ATTN: Joe Tom, CEERD-SC-E  
3909 Halls Ferry Road  
Vicksburg, MS 39180-6199

For other deliveries: Same as above.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

### 3.8 COMPLETION INSPECTION

#### 3.8.1 Contractor's Quality Control Completion Inspection

Based upon the Contracting Officer's concurrence that the work is nearing substantial completion, and at least 14 days prior to pre-final inspection, the Contractor's Quality Control Inspection personnel shall conduct a detailed inspection. The Contracting Officer's Representative shall be notified of the inspection date in order that he/she may participate, if he/she so elects. The work shall be inspected for conformance to plans, specifications, quality, workmanship, and completeness. The Contractor shall prepare an itemized list of work not properly completed, inferior workmanship, or not conforming to plans and specifications. The list shall also include outstanding administrative items such as as-built drawings, O&M manuals and spare parts. The list shall be included in the Quality Control documentation and submitted to the Contracting Officer with an estimated date for correction of each deficiency within five (5) working days after conduction the inspection.

#### 3.8.2 Pre-Final Inspection

The Contractor's Quality Control Inspection personnel and superintendent, or other primary management person, and the Contracting Officer's representatives will be in attendance at this inspection. Additional Government personnel, including but not limited to those from Base/Post Civil/Facility Engineer, user groups and major commands may be in attendance. The pre-final inspection will be formally scheduled by the Contracting Officer based upon notice from the Contractor. This notice will be given to the Contracting Officer at least 14 days prior to the pre-final inspection and must include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining contract work, will be complete and acceptable by the date scheduled for the pre-final inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction". At this inspection the Contracting Officer will develop a specific list of incomplete and/or unacceptable work performed under the contract and will subsequently furnish this list to the Contractor. Failure of the Contracting Officer to detect and list all incomplete and/or unacceptable work during this inspection will not relieve the Contractor from acceptably performing all work required by the contract documents.

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final

Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

### 3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

### 3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.

- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

### 3.11 IMPLEMENTATION OF GOVERNMENT RESIDENT MANAGEMENT SYSTEM FOR CONTRACTOR QUALITY CONTROL OF CONTRACT

#### 3.11.1 Government-Furnished CQC Programming Module

The Contractor shall utilize a Government-furnished CQC Programming Module (a computerized executable file which is DOS based and operates on a minimum of 80386 IBM computers). Note: A Hewlett-Packard Laser Jet 4 printer (or better) is required to print the reports from this program. The Module includes a Daily CQC Reporting System form which must also be used. This form may be in addition to other Contractor desired report forms. However, all other such reporting forms shall be consolidated into this one Government-specified Daily CQC Report Form. The Contractor will also be required to complete Government-Furnished Module elements which include, but are not limited to, Prime Contractor staffing; letter-codes; planned cumulative progress earnings; subcontractor information showing trade, name, address, point of contact, and insurance expiration dates; definable features of work; pay activity and activity information; required Control Control tests tied to individual activities; planned User Schooling

tied to specific specification paragraphs and Contractor activities; Installed Property Listing; Transfer Property Listing; submittal information relating to specification section, description, activity number, review period and expected procurement period. The sum of all activity values shall equal the contract amount, and all Bid Items, Options and Additives (if applicable) shall be separately identified, in accordance with the "Bid Schedule". Bid Items may include multiple activities, but activities may only be assigned to one such Bid Item. This Module shall be completed to the satisfaction of the Contracting Officer prior to any contract payment (except for Bonds, Insurance and / or Mobilization, as approved by the Contracting Officer) and shall be updated as required.

### 3.11.2 Quality Assurance Comments

During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect correction needed to Contractor activities or reflect outstanding or future items needing the attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on his Daily CQC Report, and will also reflect on his Daily CQC Report when these items are specifically completed or corrected to permit Government verification.

### 3.11.3 Contractor's Scheduling System

The Contractor's scheduling system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals; and all Test Plans of electrical and mechanical equipment or systems that require validation testing or instructions to Government representatives.

-- End of Section --

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES  
02/97

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

1.2.1 Electric Utility Services

The Government will furnish all reasonably required electric utilities, as available, to the Contractor without charge. The Contractor may connect to and use the existing overhead electric service. The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall provide and maintain necessary temporary connections and distribution lines.

The Contractor shall minimize the use of outdoor security lighting. When security lighting is used, it shall be hooded and directed downward.

Upon the completion of the work, the Contractor shall salvage the transformer for the Government and delivery it to the Public Work office. The Contractor shall carefully conserve any utilities furnished without



charge.

#### 1.2.2 Water Utility Services

Water lines are not available at the Range. An overhead water fill location is available to the Contractor at the Central Vehicle Wash Facility.

#### 1.2.3 Sanitation

The Contractor shall provide and maintain within the construction area a private portable toilet facility for the Government Inspectors, that is handicapped accessible, with a magazine rack and a power ventilator.

#### 1.2.4 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

### 1.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

#### 1.3.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

#### 1.3.2 Project and Safety Signs

The requirements for the signs, their content, and location shall be as shown on the drawings. The signs shall be erected within 15 days after receipt of the notice to proceed. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of the project, the signs shall be removed from the site.

### 1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flag men, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible

for the repair of any damage to roads caused by construction operations.

#### 1.4.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

#### 1.4.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

### 1.5 CONTRACTOR'S TEMPORARY FACILITIES

#### 1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

#### 1.5.2 Storage Area

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the military boundaries. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each work day.

#### 1.5.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of

materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

#### 1.5.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

#### 1.5.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

#### 1.5.6 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

### 1.6 GOVERNMENT FIELD OFFICE

#### 1.6.1 Inspectors' Facility

The Contractor shall provide the Government Inspectors' with a Temporary Office Facility approximately 12 by 60 feet with a minimum of 720 square feet of floor space. The Temporary Inspectors' Facility shall be located where directed and shall be reserved for Government personnel only. The Contractor shall provide bottled drinking water with cooler, adequate lighting, local commercial telephone service (3 lines), fax machine, central heat and air conditioning. Portable toilet facilities shall be provided, cleaned and maintained by the Contractor. The office shall be furnished with one legal size filing cabinet with 4 drawers, one drafting table with stool, 4 desks, 4 office chairs, one conference table with 8 chairs, and 4 telephones. Each phone shall be able to access any of the 3 phone lines. Used furniture in good condition will be acceptable. Entrance doors shall be lockable. The contractor shall provide janitor service weekly, fuel for the heating, electricity, and telephone, all at no cost to the Government, except the Contractor will not be liable for Government long distance calls. Heat for the Temporary Inspectors' Facility shall be either electric or propane (including appropriate sized tank). The entire facility, including furniture, will remain the property of the Contractor and shall be removed from the site after completion of the work. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

#### 1.6.2 Trailer-Type Mobile Office

The Contractor may, at its option, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer and providing as a minimum the facilities specified above. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds.

#### 1.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

#### 1.8 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.


#### 1.9 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

-- End of Section --

The graphic format for this 4'x 6' sign panel follows the legend guidelines and layout as specified below. The large 4'x 4' section of panel on the right is to be white with black legend. The 2'x 4' section of the sign on the left with the full Corps signature (reverse version) is to be screen printed Communications Red on the White background.

This sign is to be placed with the Safety Performance Sign (See Fig. 2).

3"	42"	3"		
4.5"	<div> <div> Construction Supervised by </div> <div>  <div> US Army Corps of Engineers </div> <div> Northwestern Division Kansas City District </div> </div> <div> <div> Name of Project </div> <div> Location: City and State </div> <div> <div> Contractor: Name City and State </div> <div> Consulting Engineer: Name Company Inc. City and State </div> </div> </div> </div>	6"		
2"		4.5"		
6.25"		4.5"		
10.5"		6"		
2.5"		2.25"		
2"		9.5"		
		1.875"		
		1.875"		
		1.875"		
		1.875"		
	7.75"			
3"	21"	1"	21"	2"

Legend Group 1: One to two-line description of Corps relationship to project  
Color: White  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 19"

Legend Group 2: Division\ District Name Placed below 10.5" Reverse Signature (6" Castle).  
Color: White  
Typeface: 1.25" Helvetica Regular

Legend Group 3: One- to three-line project title legend describes the work being done under this contract.  
Color: Black  
Typeface: 3" Helvetica Bold  
Maximum line length: 42"

Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).  
Color: Black  
Typeface: 1.5" Helvetica Regular  
Maximum line length: 42"

Cross-align the first line of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Groups 5a-b: One- to five-line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.  
Color: Black  
Typeface: 1.25" Helvetica Regular  
Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards

Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	Various	4' x 6'	4" x 4"	HDO-3	48"	WH-RD/BK

## CONSTRUCTION SIGN (CORPS OF ENGINEERS DESIGN)

(Use with Fig 2)

Fig. 1

# SAFETY PERFORMANCE SIGN

Each contractor's safety record is to be posted on Corps managed or supervised construction projects and mounted with the construction project identification sign.

The graphic format, color, size and typefaces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign and the performance record captions are standard for all signs of the type. Legend Groups 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown.

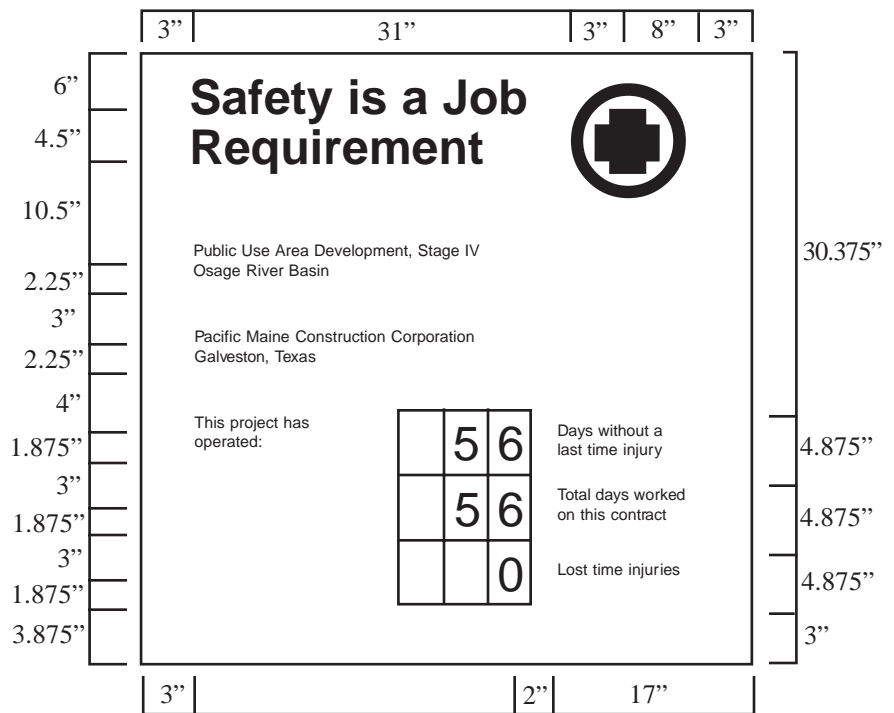
Safety record numbers are mounted on individual metal plates and are screw mounted to the background to allow for daily revisions to posted safety performance record.

**Legend Group 1:** Standard two-line title  
 "Safety is a Job requirement" with (8 od.)  
 Safety Green First Aid logo.  
 Color: to match PMS 347  
 Typeface: 3" Helvetica Bold  
 Color: Black

**Legend Group 2:** One to two-line project  
 title legend describes the work being done  
 under this contract and name of host  
 project.  
 Color: Black  
 Typeface: 1.5" Helvetica Regular  
 Maximum line length: 42"

**Legend Group 3:** One to two-line iden-  
 tification; name of prime contractor and  
 city, state address.  
 Color: Black  
 Typeface: 1.5" Helvetica Regular  
 Maximum line length: 42"

**Legend Group 4:** Standard safety record  
 captions as shown.  
 Color: Black  
 Typeface: 12.5" Helvetica Regular



Sign Type	Legend Size	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-02	Various	4' X 4'	4" X 4"	HDO-3	48"	WH/BK - GR

Replaceable numbers are to be mounted on white .060 aluminum plates and screw-mounted to back-ground.  
 Color: Black  
 Typeface: 3" Helvetica Regular  
 Plate size: 2.5" X 5"

All typography is flush left and rag right. Upper and lower case with initial capitals only as shown. Letter - and word - spacing to follow Corps standards.

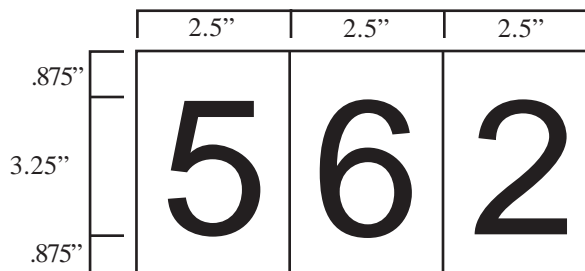


Fig. 2

SECTION 01670

RECYCLED / RECOVERED MATERIALS

9/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

40 CFR 247

Comprehensive Procurement Guideline for  
Products Containing Recovered Material

1.2 OBJECTIVES

Government procurement policy is to acquire, in a cost effective manner, items containing the highest percentage of recycled and recovered materials practicable consistent with maintaining a satisfactory level of competition without adversely affecting performance requirements or exposing suppliers' employees to undue hazards from the recovered materials. The Environmental Protection Agency (EPA) has designated certain items which must contain a specified percent range of recovered or recycled materials. EPA designated products specified in this contract comply with the stated policy and with the EPA guidelines. The Contractor shall make all reasonable efforts to use recycled and recovered materials in providing the EPA designated products and in otherwise utilizing recycled and recovered materials in the execution of the work.

1.3 EPA DESIGNATED ITEMS INCORPORATED IN THE WORK

Various sections of the specifications contain requirements for materials that have been designated by EPA as being products which are or can be made with recovered or recycled materials. These items, when incorporated into the work under this contract, shall contain at least the specified percentage of recycled or recovered materials unless adequate justification (non-availability) for non-use is provided. When a designated item is specified as an option to a non-designated item, the designated item requirements apply only if the designated item is used in the work.

1.4 EPA PROPOSED ITEMS INCORPORATED IN THE WORK

Products other than those designated by EPA are still being researched and are being considered for future Comprehensive Procurement Guideline (CPG) designation. It is recommended that these items, when incorporated in the work under this contract, contain the highest practicable percentage of recycled or recovered materials, provided specified requirements are also met.

1.5 EPA LISTED ITEMS USED IN CONDUCT OF THE WORK BUT NOT INCORPORATED IN THE WORK

There are many products listed in 40 CFR 247 which have been designated or proposed by EPA to include recycled or recovered materials that may be used by the Contractor in performing the work but will not be incorporated into the work. These products include office products, temporary traffic control products, and pallets. It is recommended that these non-construction products, when used in the conduct of the work, contain the highest practicable percentage of recycled or recovered materials and that these products be recycled when no longer needed.

-- End of Section --



SECTION 01900

BASE SCHEDULE AND OPTIONS  
**12/01**

PART 1 GENERAL

1.1 Scope of Work

The general outline of the principal features of each item as listed does not in any way limit the responsibility of the bidder for making a thorough investigation of the drawings and specifications to determine the scope of work included in each item of the base schedule and in each option item.

1.2 BASE SCHEDULE ITEMS

The Base Schedule Items includes all work to be performed except the option items. The descriptions of the base schedule items in the TECHNICAL PROVISIONS are supplemented as follows:

1.2.1 Item No. 0001, "Design Work"

Item No. 0001, "Design Work," includes all work required to Design and perform the Topographic Surveys for the Site Work and for the construction of the Modified Record Fire Range, the Combat Pistol Range, and the 25-Meter Firing Range, except that work covered by Item No. 0006.

1.2.2 Item No. 0002, "Site Work"

Item No. 0002, "Site Work," includes all work required beyond the lines five (5) feet outside the building lines, except that work covered by Item Nos. 0001, 0003AF, 0004AF, and 0005AC.

1.2.3 Item No. 0003, "Modified Record Fire Range"

1.2.3.1 Item No. 0003AA, "Observation Tower"

Item No 0003AA, "Observation Tower," includes all work required, within the lines five (5) feet outside the building lines, to construct the Observation Tower.

1.2.3.2 Item No. 0003AB, "Ammo Breakdown Building"

Item No. 0003AB, "Ammo Breakdown Building," includes all work required, within the lines five (5) feet outside the building lines, to construct the Ammo Breakdown Building.

1.2.3.3 Item No. 0003AC, "Classroom Range Building"

Item No. 0003AC, "Classroom Range Building," includes all work required, within the lines five (5) feet outside the building lines, to construct the Classroom Range Building.

1.2.3.4 Item No. 0003AD, "Covered Training Area"

Item No. 0003AD, "Covered Training Area," includes all work required, within the lines five (5) feet outside the building lines, to construct the Covered Training Area.

1.2.3.5 Item No. 0003AE, "Field Latrine"

Item No. 0003AE, "Field Latrine", includes all work required, within the lines five (5) feet outside the building lines, to construct the Field Latrine.

1.2.3.6 Item No. 0003AF, "Target Emplacements"

Item No. 0003AF, "Target Emplacements", includes all work required to design and construct Target Emplacements, Range Limit Markers, Range Lane Markers, Gravel Target Lanes, Target Cabling, Foxholes, and Lighting.

1.2.4 Item No. 0004, "Combat Pistol Range"

1.2.4.1 Item No 0004AA, "Observation Tower"

Item No 0004AA, "Observation Tower," includes all work required, within the lines five (5) feet outside the building lines, to construct the Observation Tower.

1.2.4.2 Item No. 0004AB, "Ammo Breakdown Building"

Item No. 0004AB, "Ammo Breakdown Building," includes all work required, within the lines five (5) feet outside the building lines, to construct the Ammo Breakdown Building.

1.2.4.3 Item No. 0004AC, "Classroom Range Building"

Item No. 0004AC, "Classroom Range Building," includes all work required, within the lines five (5) feet outside the building lines, to construct the Classroom Range Building.

1.2.4.4 Item No. 0004AD, "Covered Training Area"

Item No. 0004AD, "Covered Training Area," includes all work required, within the lines five (5) feet outside the building lines, to construct the Covered Training Area.

1.2.4.5 Item No. 0004AE, "Field Latrine"

Item No. 0004AE, "Field Latrine", includes all work required, within the lines five (5) feet outside the building lines, to construct the Field Latrine.

1.2.4.6 Item No. 0004AF, "Target Emplacements"

Item No. 0004AF, "Target Emplacements", includes all work required to design and construct Target Emplacements, Range Limit Markers, Range Lane Markers, Gravel Target Lanes, Target Cabling, Foxholes and Lighting.

1.2.5 Item No. 0005, "25-Meter Zero Fire Range"

1.2.5.1 Item No 0005AA, "Observation Tower"

Item No 0005AA, "Observation Tower," includes all work required, within the lines five (5) feet outside the building lines, to construct the Observation Tower.

1.2.5.2 Item No. 0005AB, "Ammo Breakdown Building"

Item No. 0005AB, "Ammo Breakdown Building," includes all work required, within the lines five (5) feet outside the building lines, to construct the Ammo Breakdown Building.

1.2.5.3 Item No. 0005AC, "Target Emplacements"

Item No. 0005AC, "Target Emplacements", includes all work required to design and construct Target Emplacements, Range Limit Markers, Range Lane Markers, Gravel Target Lanes, Foxholes, and Lighting.

1.2.6 Item No. 0006, "Final As-Built Drawings and O & M Manuals"

Item No. 0006, "Final As-Built Drawings and O & M Manuals," includes all work required to provide all Final As-Built Drawings and all Operation and Maintenance Manuals.

1.3 OPTION BID ITEMS

OPTIONAL BID ITEMS include work in addition to that required for the basic construction. The descriptions of the optional bid items given on the drawing and in the TECHNICAL PROVISIONS are supplemented as follows

1.3.1 Item No. 0007, "Galvanized Finish"

1.3.1 Item No. 0007, "Galvanized Finish," includes all work required to provide galvanized steel in lieu of painted steel, for all exposed metal of the Observation Tower and for the Covered Training Area, in the Modified Record Fire Range, the Combat Pistol Range, and the 25-Meter Range.

1.3.2 Item No. 0008, "Paved Parking Area"

1.3.1.1 Item No. 0008, "Paved Parking Area", includes all work required to design and construct the Base Course and Bituminous Paved Parking Area, in lieu of Crushed Stone Parking Area for the Modified Record Fire Range, the Combat Pistol Range, and the 25-Meter Range.

1.3.3 Item No. 0009, "Access Roads"

1.3.2.2 Item No. 0009, "Access Roads", includes all work required to design and construct the Base Course and Bituminous Paved Access Roads, in lieu of Crushed Stone Paved Access Roads, for the Modified Record Fire Range, the Combat Pistol Range, and the 25-Meter Range.

1.3.4 Item No. 0010, "Covered Training Area @ 25-Meter Zero Fire Range"

Item No. 0010, "Covered Training Area @ 25-Meter Zero Fire Range," includes all work required, within the lines five (5) feet outside the building lines, to design and construct the Covered Training Area, at the 25-Meter Zero Fire Range.

1.4 PAYMENT

1.4.1 Base Schedule Items

Base schedule items, if accepted, will be paid for at the applicable contract lump sum prices bid.

1.4.2 Option Bid Items

Optional bid items: The prices bid for the optional bid items, which are accepted within 180 calendar days after the Contract Award date, will be paid for at the applicable contract lump sum price bid

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

-- End of Section --